

Approved: May 7, 2011
Date

MINUTES OF THE SENATE WAYS AND MEANS COMMITTEE

The meeting was called to order by Chairperson Carolyn McGinn at 10:30 a.m. on March 17, 2011, in Room 548-S of the Capitol.

All members were present.

Committee staff present:

Jill Wolters, Office of the Revisor of Statutes
Daniel Yoza, Office of the Revisor of Statutes
David Wiese, Office of the Revisor of Statutes
Alan Conroy, Director, Legislative Research Department
J. G. Scott, Chief Fiscal Analyst, Legislative Research Department
Aaron Klaassen, Senior Fiscal Analyst, Legislative Research Department
Dorothy Hughes, Fiscal Analyst, Legislative Research Department
Amy Deckard, Senior Fiscal Analyst, Legislative Research Department
Dylan Dear, Fiscal Analyst, Legislative Research Department
Shirley Morrow, Fiscal Analyst, Legislative Research Department
Brea Short, Intern, Senator McGinn's Office
Jan Lunn, Committee Assistant
Josh Lewis, Chief of Staff

Conferees:

Jill Wolters, Office of the Revisor of Statutes
Senator Pete Brungardt
Randall Allen, Executive Director, Kansas Association of Counties
Claudia Blackburn, Health Director, Sedgwick County Health Department
Amy Deckard, Senior Fiscal Analyst, Legislative Research Department
Dylan Dear, Fiscal Analyst, Legislative Research Department
J. G. Scott, Chief Fiscal Analyst, Legislative Research Department
Alan Conroy, Director, Legislative Research Department
Shirley Morrow, Fiscal Analyst, Legislative Research Department

Others attending:

See attached list.

Bill Introductions

Senator McGinn moved introduction of a bill concerning the death penalty (#rs1125). Senator Kelly seconded the motion, which carried on a voice vote.

Senator Kelly moved introduction of a bill (#rs1169) concerning the Vietnam War era veterans' certificates and medallions. Senator Vratil seconded the motion, which carried on a voice vote.

Follow-up Information

Steven C. Wassom, Director of Finance and Administration from the Office of the Securities Commissioner, submitted information related to the Investor Education Fund. This information was requested by committee members at the March 15, 2011, Senate Ways and Means Committee meeting (Attachment 1).

Information from the Department of Social and Rehabilitation Services concerning foster care contracts was received and distributed to committee members. This was requested at the Senate Ways and Means Committee meeting on March 16, 2011 (Attachment 2).

SB 89 – Local Health departments: funding reduction

Chairperson McGinn opened the hearing on **SB 89** and recognized Jill Wolters, Office of the Revisor of Statutes, to brief committee members on the bill. Ms. Wolters provided a brief history of K.S.A. 65-242 (Attachment 3). She indicated that under **SB 89** if a local health department is granted state financial assistance and local tax revenues allotted fall below the level of local tax revenues allotted for the preceding fiscal year, the amount of state financial assistance would be reduced based on a percentage of the reduction in local tax revenue, not

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the dollar amount (currently provided in K.S.A. 65-242).

Senator Pete Brungardt spoke in favor of **SB 89**. This legislation serves to stabilize local health department funding in an uncertain economic climate by softening the impact of a dollar-for-dollar reduction. He encouraged favorable passage of **SB 89** (Attachment 4).

Randall Allen, Executive Director of the Kansas Association of Counties, elaborated that this bill would not impact the State's revenue and would result in more grant dollars going out in the year they were intended for use. He encouraged favorable passage of **SB 89** (Attachment 5).

Claudia Blackburn, Sedgwick County Health Department, explained that **SB 89** would change the formula for maintenance of effort aid-to-local formula grant awards from dollar-for-dollar to a proportional amount or percentage. This would positively impact local health departments and enable them to continue to provide quality public health services in the State (Attachment 6).

Senator McGinn closed the hearing on **SB 89**.

Senator Emler moved to pass out **SB 89**. Senator Francisco seconded the motion, which carried on a voice vote.

SB 210 -- Assessment on providers of developmental disability waiver program

Senator McGinn provided a brief summary of **SB 210** which was heard on March 11, 2011.

Senator Schmidt expressed concern that the CMS may not rule favorably for this provider assessment and there could be other concerns not previously discussed. Amy Deckard, Legislative Research Department, indicated that in this particular case, there is not a clear delineation relative to this provider class. Senator Huntington indicated the bill could require technical amendments and requested latitude for any technical amendments required.

Senator Huntington moved to pass out **SB 210** with any required technical amendments. Senator Umbarger seconded the motion, which passed on a voice vote.

SB 234—Appropriations for FY 2011 through FY 2016 for various state agencies

Senator McGinn directed committee members' attention to the continuing review of **SB 234**.

Department of Agriculture:

Senator McGinn moved to transfer \$75,000, all from the State Water Plan Fund, to the Grain Warehouse Inspection Fund for FY 2012. Senator Vratil seconded the motion, which carried on a voice vote.

Secretary of State:

J. G. Scott, Legislative Research Department indicated that a meeting was scheduled to review consolidating responsibilities for publication and distribution of the Kansas Statutes Annotated into one agency for FY 2012. There was no report concerning the decision at this time.

Department of Commerce:

Senator McGinn moved to delete \$15 million, all from the Department of Commerce budget (SGF), and to shift that funding to the Board of Regents for the purpose of funding higher education grants. Senator Kelly seconded the motion, which carried on a voice vote.

Governor's Budget Adjustment (GBA) (Attachment 7):

Item #1 deals with the transfer of the Kansas Human Rights Commission within the Attorney General's Office. The Governor has amended his budget to retain the Human Rights Commission as a separate agency with 25.0 FTE positions, but requiring further budget reductions be imposed for FY 2012.

Senator McGinn moved to concur with the Governor's Budget Adjustment Item #1. Senator Emler seconded the motion, which carried on a voice vote.

Item #2 deals with the mental health caseload adjustment and amends the Governor's budget by deleting \$17.0 million, including \$7.2 million from the SGF, to reflect a new, lower estimate for expenditures in the Prepaid Ambulatory Health Plan (PAHP) for FY 2012. Senator McGinn

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reported these dollars have been used by Subcommittees.

Item #3 deals with renovations to the Roth Building. Senator Huntington moved to concur with the Governor's recommendation for Item #3. Senator Vratil seconded the motion, which carried on a voice vote.

Item #4 concerns meth lab cleanup. Senator Vratil commented that in action on March 16, 2011, cleanup expenditures were to be self-funded out of the Attorney General's budget. Upon reflection, the better option would be to adopt the Governor's recommendation to fund this item from the SGF for the Kansas Bureau of Investigation. Senator Vratil moved to concur with the Governor's recommendation for Item #4. Senator Teichman seconded the motion, which carried on a voice vote.

Various adjustments:

Senator McGinn moved to transfer \$1 million, all from the Pre-Ambulatory Health Program, to the Family Centered System of Care program for FY 2012. Senator Vratil seconded the motion, which carried on a voice vote.

Senator Emler moved to transfer \$175,000, all from the Animal Control Disease Fund, to the Feral Swine Eradication Program for FY 2012. Senator Kelly seconded the motion, which carried on a voice vote.

Senator Kelly proposed an amendment to **SB 234** which directs the Veterans' Commission to transfer \$25,000 from the scratch lotto fund to the "Vietnam War era veterans' recognition award fund" and further directs the Commission to acquire and send the appropriate medallions and certificates to all qualifying veterans whose applications for medallions and certificates have been received by June 1, 2011. Senator Kelly moved her amendment. Senator Schmidt seconded the motion, which carried on a voice vote.

Senator Schodorf discussed the need for flexibility in how the \$5 million for training at NCAT is spent. Currently, money is restricted by proviso to be used only for "training equipment expenditures of the National Center for Aviation Training." Senator Schodorf moved to amend SB 234 on page 150, line 43 by inserting the word "and" after the word "training." Senator Umbarger seconded the motion, which carried on a voice vote.

Senator Schmidt discussed the possibility of transferring any Juvenile Justice Authority caseload savings to the Prevention Block Grant Program. Senator Schmidt moved to add language requiring the transfer of any savings from purchase of service caseloads (Juvenile Justice Authority) into the Prevention Block Grant Program for FY 2012. Senator Kelly seconded the motion, which passed on a voice vote.

Senator Vratil distributed a handwritten document (Attachment 7) that he drafted to identify additional sources of revenue to fund programs discussed in previous meetings. His proposal included:

Possible Funding Sources (Revenue):

Medicaid Fraud Settlement Fund

KHPA; Medical Programs Fee Fund (associated With Medicaid Fraud Recovery)	\$2,005,697
Attorney General; Medicaid Prosecuting Fund	150,000

Attorney General Special Revenue Funds

Court Cost Fund	125,000
Crime Victims Assistance Fund	400,000
Medicaid Fraud Prosecuting Fund	300,000

Secretary of State

Information and Services Fee Fund	200,000
UCC Fee Fund	200,000
Total Possible Revenue:	\$3,380,697

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MINUTES OF THE WAYS AND MEANS COMMITTEE on March 17, 2011, 10:30 a.m. 548-S

Possible Expenditures:

Board of Indigents Defense Services	\$1,000,000
Human Rights Commission	80,000
Telemedicine	384,000
K-12; General State Aid	1,915,000
Total Possible Expenditures	\$3,379,000

Discussion was heard relating to how to ensure monies are spent according to intended purpose. Senator Umbarger moved a proviso that would direct that all monies intended for the provision of telemedicine be spent for that purpose and none other. Senator Emler seconded the motion.

Senator Schmidt moved a substitute to add language specifying that no funds appropriated for the telehealth program could be expended or transferred for any other Home and Community Based Services/Frail Elderly (HCBS/FE) program or service and will be lapsed if used for any other purpose and to add language that any expansion of the HCBS/FE waiver program for a telehealth program for FY 2012 be distributed geographically statewide. Senator Emler seconded the motion, which passed on a voice vote.

Senator Vratil moved to add \$1 million, all from the SGF, to the budget of the Board of Indigent Defense Services; to add \$80,000 all from the SGF to the Human Rights Commission; to appropriate \$384,000 for telemedicine; and to appropriate \$1,915,000 to for K-12 state education in the general state aid account. In order to fund those expenditures, delete \$2,005,697, all from the Medical Programs Fee Fund, associated with the Medicaid Fraud recovery, to the SGF for FY 2012; transfer \$300,000, all from the Medicaid Fraud Prosecution Revolving Fund from the Attorney General Special Revenue Funds, to the SGF for FY 2012; to transfer \$125,000, all from the Court Cost Fund in the Attorney General Special Revenue Funds, to the SGF for FY 2012; to transfer \$400,000, all from the Crime Victims Assistance Fund in the Attorney General Special Revenue Funds, to the SGF for FY 2012; to transfer \$200,000, all from the Secretary of State's Information and Services Fee Fund, to the SGF for FY 2012; and, to transfer \$200,000 from the Secretary of State's UCC Fee Fund, to the SGF for FY 2012. Senator Umbarger seconded the motion, which passed on a voice vote. Senator Emler clarified that the motion specifying the language concerning telehealth expenditures had been passed on a voice vote and would be incorporated into the budget.

Senator Kelly moved to add \$150,000, all from the Crime Victims Assistance Fund in the Attorney General Special Revenue Funds, for FY 2012 for grants to domestic violence prevention programs under the Attorney General's budget. Senator Kultala seconded the motion, which passed on a voice vote.

Senator Schmidt commented that she and Senator Francisco both serve on the Joint Committee for Information Technology and have been alerted there will be no FY 2012 pre-session support due to budget cuts. A handout was distributed on March 16 (see 03/16/2011 Minutes, Attachment 12) describing a proposed reorganization plan and compensation schedule. It was the consensus of committee members that a letter be drafted and sent to the Legislative Coordinating Council concerning the issues related to the reorganization plan and to request guidance and approval of the Legislative Office of Information Technology plan.

Senator McGinn moved introduction of a bill (#rs1166) that abolishes the Joint Committee on Information Technology and provides a method to engage outside, experienced technical individuals to manage technology issues. Senator Kelly seconded the motion, which carried on a voice vote.

Chairperson McGinn asked committee members to further evaluate the foster care contractual issues previously discussed. Senator McGinn moved to eliminate \$2.9 million in SGF savings from previous committee action by maintaining the FY 2011 contractual rate for FY 2012. Further, this will be replaced by \$2.6 million in SGF savings by recognizing caseload savings for the number of children anticipated to be served in foster care programs is not increasing at a rapid rate. Senator McGinn clarified this motion eliminates renegotiation of any foster care contracts. Senator Francisco seconded the motion, which carried on a voice vote.

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Senator McGinn indicated there were several items outstanding, and a handout was distributed regarding the capitol restoration project (Attachment 8). Chairperson McGinn noted these items would be considered separately.

The first item to be added to the budget concerns the deferred maintenance of the Capitol building that has to do with roof repairs, dome repairs, restoration of murals, grounds repairs, and replacement of the Statehouse chillers. Senator Huntington inquired from what source the funding for this item is provided. Alan Conroy, Director of Legislative Research Department, clarified that an additional \$54.7 million in bonds would be issued to provide funding for these items. Dylan Dear, Legislative Research Department, also commented that interest rates were determined at the time of issuance of the bonds. In addition, Mr. Dear indicated that the debt service interest in FY 2011 was \$8.9 million and is projected to be \$15.7 million for FY 2012. Senator Vratil moved to include the deferred maintenance of \$54.7 million and the bonding authority as required. In addition, staff is authorized to make any technical revisions as necessary. Senator Kelly seconded the motion, which carried on a voice vote.

The second item is a recommendation for completion of the Capitol Restoration Project in the amount of \$23,400,000 (not included in the originally budgeted amount). Discussion was heard. Senator Vratil moved to approve the recommendation and include the authority to issue bonds in the amount of \$23,400,000 for completion of the Capitol Restoration Project. Senator Kelly seconded the motion, which carried on a voice vote.

Senator McGinn closed the hearing on **SB 234**.

HB 2133—Claims against the state; appropriations

Chairperson McGinn opened the hearing on **HB 2133** and recognized Dylan Dear, Legislative Research Department, who referred to the supplemental note containing a section-by-section listing of the bill. He provided a brief overview of the 87 claims heard and reviewed the claims that were recommended for payment. Following discussion, actions taken are listed below:

Senator Schmidt moved to remove Section 5 from the bill. Senator Kelly seconded the motion, which carried on a voice vote.

Senator Kultala moved to remove Section 8 from the bill. Senator Teichman seconded the motion, which carried on a voice vote.

Senator Kultala discussed a check in the amount of \$2,000 which was issued in December 1997 by the Department of Revenue to Mr. Pilcher as a refund for a bond posted to collect liquor excise tax as the owner of a bar. Because the check was issued in 1997 and has not been reissued or cashed, and there are no other administrative channels that provide for reissue of this expired warrant, she requested to amend **HB 2133**. Senator Kultala moved to amend **HB 2133** by adding \$2,000 payable to Mr. Pilcher for the expired warrant. Senator Emler seconded the motion, which carried on a voice vote.

Senator Emler moved to remove Section 10 from the bill. Senator Huntington seconded the motion, which passed on a voice vote.

Senator Masterson requested to return to **SB 233** for a minor amendment. Shirley Morrow, Legislative Research Department, indicated that in **SB 233** language exists concerning authorization for expending money from the Reed Act and this section is no longer necessary for the Department of Labor. Senator Masterson moved to delete language beginning on page 5, line 47 and ending on page 6, line 5 and to authorize Legislative Research Department to make any technical changes necessary. Senator Emler seconded the motion, which passed on a voice vote.

Senator Vratil moved to amend the contents of both **HB 2133** and **SB 233** into **SB 234**. Senator Teichman seconded the motion, which carried on a voice vote.

Senator Vratil moved to recommend **SB 234** as amended (including any technical revisions necessary) favorably for passage. Senator Teichman seconded the motion, which passed on a

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roll call vote.

Chairperson McGinn expressed appreciation to everyone for their work. The meeting was adjourned at 1: 20 p.m.

SENATE WAYS AND MEANS
GUEST LIST
March 17, 2011

NAME	AFFILIATION
Andy Sanchez	KS AFL-CIO
Doug Bowman	CLEDS
Sonia Ambruster	Sedgwick County
Claudia Blackburn	Sedgwick County
Randall Allen	Ks. Association of Counties
Bob Keckisen	Kansas State Historical Society
Karen Godfrey	KNEA
Tanya Kripf	SRS
Gary Hahlmark	SRS
Don Hummer	LCITO
Alan Weiss	Legislature
Terri Clark	LAS
Dan Larson	LAS
Bryan Dillman	Senators
Jon Zehnder	The Alliance
Richard Shant	" "
Brenda Sheswood	" "
Longman name	Johnson Co. Health Dept.
Heather Morgan	UMK
Rachel Roff	University of Kansas
MARK HEIM	KDA
Chris Urison	KDA
GREG FOLEY	SLL
Earl Lewis	KWO
Sara Spinks	KATHO
Lindsay Payer	Coffey County Health Dept
Patrick Vogelberg	Kearney and Associates
MIKE BRASSER	KS Sec of State
Sean Miller	CAPITOL STAFFERS
Patricia Hunter	Chey County (KATHO)
Rink Masen	KTEL

March 17, 2011

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Aaron Jack, Commissioner

Office of the Securities Commissioner

Sam Brownback, Governor

MEMORANDUM

To: Senator Carolyn McGinn, Chair, and Members
Senate Committee on Ways and Means

From: Steven C. Wassom, Director of Finance & Administration 

Date: March 16, 2011

Re: Investor Education Fund Summaries

Attached are a summary of the revenues, expenditures and transfers and a listing of grants awarded for the Investor Education Fund as you requested yesterday during testimony of Commissioner Jack. Please contact me with any questions.

Senate Ways and Means

Date:

03/17/11

Attachment:

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OFFICE OF THE KANSAS SECURITIES COMMISSIONER

Investor Education Fund

Summary of Revenues and Expenditures

	For the Fiscal Years Ended June 30,									FY 2011 YTD As Of Feb-28, 2011	Totals	Percent
	2002	2003	2004	2005	2006	2007	2008	2009	2010			
REVENUES												
Transfer in from Restitution Fund	\$ 100,000										\$ 100,000	
Fines, penalties & settlements	-	\$ 282,414	\$ 3,931,420	\$ 429,378	\$ 34,844	\$ 2,270,778	\$ 49,427	\$ 1,371,924	\$ 4,930,308	\$ 1,018,230	14,318,723	
Grant revenue (for TV Ads)	-	-	-	-	-	6,000	-	-	-	-	6,000	
Total receipts	100,000	282,414	3,931,420	429,378	34,844	2,276,778	49,427	1,371,924	4,930,308	1,018,230	14,424,723	100.00%
EXPENDITURES												
Salaries & Benefits										26,255	26,255	
Communications										103	103	
Printing, Copies & Advertising	16,077	19,839	19,595	37,775	30,754	41,915	29,752	25,827	140	4,568	226,242	1.57%
Building & Equipment Rent	1,035	2,332	2,805	1,590	1,610	2,712	1,960	2,035	1,003	805	17,887	0.12%
Travel and subsistence	3,530	3,298	4,008	7,247	8,093	19,763	11,293	6,081	6,903	2,678	72,894	0.51%
Fees - Other Services	2,346	4,072	1,122	998	1,556	2,883	1,653	2,002	1,382	12,798	30,812	0.21%
Professional & Ad Agency Fees	-	-	-	101,936	306,144	1,000,000	-	-	-	900	1,408,980	9.77%
Other contractual services	4,000	50,000	3,000	635	-	749	280	392	124	622	59,802	0.41%
Supplies	11,215	7,200	2,685	12,891	4,451	15,650	15,602	17,205	1,505	654	89,058	0.62%
Capital outlay	-	2,775	-	4,929	564	27,862	563	-	2,269	3,772	42,734	0.30%
Grants and Aid to other agencies	6,000	70,500	5,500	60,000	35,500	40,000	-	20,000	30,000	60,450	327,950	2.27%
Official Hospitality	-	-	-	-	62	2,275	168	1,509	843	206	5,063	0.04%
Encumbrance Adjustment	-	-	-	-	-	-	-	-	(4,382)	-	(4,382)	-0.03%
Total expenditures	44,203	160,016	38,715	228,001	388,734	1,153,809	61,271	75,051	39,787	113,811	2,303,398	15.97%
Excess of revenues over expenditures	55,797	122,398	3,892,705	201,377	(353,890)	1,122,969	(11,844)	1,296,873	4,890,521	904,419	12,121,325	84.03%
Transfers out to State General Fund	-	-	3,875,000	-	-	-	1,000,000	-	5,000,000	1,250,000	11,125,000	77.12%
Beginning fund balance	-	55,797	178,195	195,900	397,277	43,387	1,166,356	154,512	1,451,385	1,341,906	-	
Ending fund balance	\$ 55,797	\$ 178,195	\$ 195,900	\$ 397,277	\$ 43,387	\$ 1,166,356	\$ 154,512	\$ 1,451,385	\$ 1,341,906	\$ 996,325	\$ 996,325	6.91%

NOTE: The Investor Education Fund was first established by the Kansas Legislature in 2001 and the initial funding was by transfer of excess funds from the Securities Enforcement Restitution Fund. The 2002 Kansas Legislature authorized the deposit of fines and other penalties or settlements in the Investor Education Fund to be used for investor education and registrant education as specified under KSA 17-1271(d) and subsequently under KSA 17-12a601(d) when the Kansas Uniform Securities Act was enacted in 2004. This financial report covers the ten fiscal years since inception of the Investor Education Fund to show the source and uses of funds.

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OFFICE OF THE KANSAS SECURITIES COMMISSIONER

Investor Education Fund

Listing of Grants Awarded for Investor Education and Financial Literacy

Grantee Names & Purpose of Grant	For the Fiscal Years Ended June 30,										FY 2011	Totals
	2002	2003	2004	2005	2006	2007	2008	2009	2010	YTD As Of 2/2/2011		
Kansas Council on Economic Education												
Financial Fitness Institute (Teacher Training)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000		\$ 10,000						\$ 30,000
Jump\$tart Coalition	1,000											1,000
Grant for Matching Endowment		50,000		30,000		30,000						110,000
Stock Market Game - Student Fees								20,000	30,000	50,000		100,000
												241,000
Housing & Credit Counseling, Inc.												
Women & Money Series										10,000		10,000
Kansas State University Extension Service												
Multi-year agreement for financial education		50,000										50,000
StreetSage (nonprofit organization)												
Stock Market Simulation for Kansas Students		10,500		25,000	35,500							71,000
Other		5,000	500							450		5,950
Grants Recorded as Contractual Services		50,000										50,000
Grants and Aid to other agencies	6,000	70,500	5,500	60,000	35,500	40,000	-	20,000	30,000	60,450		327,950
Total Grants & Educational Contracts	\$ 6,000	\$ 120,500	\$ 5,500	\$ 60,000	\$ 35,500	\$ 40,000	\$ -	\$ 20,000	\$ 30,000	\$ 60,450		\$ 377,950

RECEIVED

DEC 18 2008

SRS. CHILDREN &
FAMILY SERVICES

**CONTRACT FOR SERVICES BETWEEN
KANSAS DEPARTMENT OF SOCIAL & REHABILITATION SERVICES
AND
TFI FAMILY SERVICES INC.**

**Reintegration/Foster Care/Adoption Services
Region One**

This Contract is entered into as of this first day of July, 2009, by and between **TFI Family Services Inc., 528 Commercial P.O. Box 2224 Emporia, Kansas 66801** hereinafter called "Contractor," and the **Secretary of Social and Rehabilitation Services**, hereinafter called "SRS."

The law of the State of Kansas pursuant to K.S.A. 39-708c, prescribes that the Secretary shall have the power and duty to determine the general policies relating to all forms of social welfare which are administered or supervised by the Secretary, and

The Secretary has deemed it necessary, according to the above statute, to enter into a Contract with TFI Family Services Inc. to provide Reintegration/Foster Care/Adoption Services in Region One. The Contractor wishes to enter in a Contract with the Secretary for such services.

A Procurement Negotiating Committee, convened pursuant to K.S.A. 75-37,102, has conducted extensive negotiations for acquisition of said services.

The Procurement Negotiating Committee has determined that the best interests of the Secretary will be served by awarding a contract to the Contractor to provide said services.

The contract between Secretary and TFI Family Services Inc. shall consist of Request for Proposal (RFP) #11484, the complete vendor response thereto, and this contract agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Secretary and TFI Family Services Inc. do hereby mutually covenant and agree as follows:

SECTION 1. TERM. The term of this Contract shall be from 07-01-09 through 06-30-13 with two (2) additional optional two-year renewal periods (07-01-13 through 06-30-17) by mutual written agreement.

SECTION 2. SCOPE OF WORK. Under the scope of work covered in this contract, the contractor shall do the following:

- a. Provide Reintegration/Foster Care/Adoption services for Region One as specified in
enate Ways and Means
ate:
ttachment:

03/17/11
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Request for Proposal # 11484, the complete vendor response thereto, and this contract agreement.

SECTION 3. STATE RESOURCES TO BE PROVIDED.

RFP #11484, Section 4.6 lists the State resources to be provided.

SECTION 4. GENERAL RELATIONSHIP. Contractor agrees that in all matters relating to this Contract that it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power, or authority to create any obligation, expressed or implied, on behalf of SRS and shall have no authority to represent SRS as an agent.

Neither Contractor nor Contractor's personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to insure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law.

Contractor & SRS concur that this Agreement is not assignable by either party. Each party shall be responsible for the acts and omissions only of its own staff, employees, officers and agents.

SECTION 5. CONDITIONS. All conditions of this RFP apply to this agreement.

SECTION 6. BILLING AND PAYMENT.

Payments will be made retrospectively on the third business day following the month of service. There will be two types of payments. A base payment will be made each month to cover the contractor's fixed costs. This payment is independent of the caseload. There will also be a monthly case rate paid for each child in out-of-home placement on the last day of the previous month. The following table shows the applicable rates for the 4 contract years.

Contract Period	Monthly Base Payment	Monthly Case Rate
FY 2010	\$596,903	\$1,483
FY 2011	\$608,841	\$1,503
FY 2012	\$624,062	\$1,526
FY 2013	\$639,664	\$1,548

Payments will cease (no payment will be made) for the service month in which one of the following events occurs.

- A) The child is reintegrated with their family, i.e., returns to their home.
- B) The child achieves finalization of adoptive placement.

- C) The child is placed in permanent custodianship.
- D) The child is transferred to JJA (This action nullifies the 12 month aftercare requirement).
- E) The child is transferred to tribal custody (This action nullifies the 12 month aftercare requirement).
- F) The child is released from SRS custody for other reasons not specified above.

SECTION 7. COMPENSATION. Contractor agrees to provide all of the goods and services covered under this contract. All payments shall be in accordance with the Kansas Prompt Payment Act.

In the event that TFI Family Services Inc. does not provide the services listed under this contract, or only provides a portion of the services, SRS reserves the right to withhold payments until such time as TFI Family Services Inc. can demonstrate that the services have been provided.

SECTION 8. AUDIT CLAUSE. Neither party to the contract shall prohibit or prevent the Legislative Division of Post Audit, SRS Office of Audit and Consulting Services, or any authorized federal or state representative and/or auditors from having access to any records, documents, or other information--confidential or otherwise--regarding or relating to the execution and/or performance of this agreement. (See K.S.A. 46-1101 et seq.)

SECTION 9. CONTRACT DOCUMENTS. The contract documents shall consist of the following documents. In the case of ambiguity or conflict in the contract documents, the following order of precedence shall govern:

- a. Form DA-146a;
- b. Written modifications to the executed contract;
- c. Written contract signed by the parties;
- d. The RFP including any and all addenda; and,
- e. Contractor's written proposal submitted in response to the RFP as finalized

SECTION 10. SEVERABILITY. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

SECTION 11. CAPTIONS. The descriptive headings of this agreement are for convenience only and shall not be deemed to affect the meaning of any provision.

SECTION 12. ENTIRE CONTRACT. This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contract between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Peggy S. Martin
Peggy S. Martin, CEO
TFI Family Services Inc.

12-18-08
Date

Don Jordan
Don Jordan, Secretary
Kansas Department of Social & Rehabilitation Services

12-29-08
Date

Chris Howe
Chris Howe, Director
Division of Purchases

12/29/08
Date

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st of July, 2009.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutory required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**CONTRACT FOR SERVICES BETWEEN
KANSAS DEPARTMENT OF SOCIAL & REHABILITATION SERVICES
AND
KVC BEHAVIORAL HEALTHCARE INC.**

**Reintegration/Foster Care/Adoption Services
Region Two**

This Contract is entered into as of this first day of July, 2009, by and between **KVC Behavioral HealthCare Inc., 21350 W. 153rd Street Olathe, Kansas 66061** hereinafter called "Contractor," and the **Secretary of Social and Rehabilitation Services**, hereinafter called "SRS."

The law of the State of Kansas pursuant to K.S.A. 39-708c, prescribes that the Secretary shall have the power and duty to determine the general policies relating to all forms of social welfare which are administered or supervised by the Secretary, and

The Secretary has deemed it necessary, according to the above statute, to enter into a Contract with KVC Behavioral HealthCare Inc. to provide Reintegration/Foster Care/Adoption Services in Region Two. The Contractor wishes to enter in a Contract with the Secretary for such services.

A Procurement Negotiating Committee, convened pursuant to K.S.A. 75-37,102, has conducted extensive negotiations for acquisition of said services.

The Procurement Negotiating Committee has determined that the best interests of the Secretary will be served by awarding a contract to the Contractor to provide said services.

The contract between Secretary and KVC Behavioral HealthCare Inc. shall consist of Request for Proposal (RFP) #11484, the complete vendor response thereto, and this contract agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Secretary and KVC Behavioral HealthCare Inc. do hereby mutually covenant and agree as follows:

SECTION 1. TERM. The term of this Contract shall be from 07-01-09 through 06-30-13 with two (2) additional optional two-year renewal periods (07-01-13 through 06-30-17) by mutual written agreement.

SECTION 2. SCOPE OF WORK. Under the scope of work covered in this contract, the contractor shall do the following:

- a. Provide Reintegration/Foster Care/Adoption services for Region Two as specified in

Request for Proposal #11484, the complete vendor response thereto, and this contract agreement.

SECTION 3. STATE RESOURCES TO BE PROVIDED.

RFP #11484, Section 4.6 lists the State resources to be provided.

SECTION 4. GENERAL RELATIONSHIP. Contractor agrees that in all matters relating to this Contract that it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power, or authority to create any obligation, expressed or implied, on behalf of SRS and shall have no authority to represent SRS as an agent.

Neither Contractor nor Contractor's personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to insure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law.

Contractor & SRS concur that this Agreement is not assignable by either party. Each party shall be responsible for the acts and omissions only of its own staff, employees, officers and agents.

SECTION 5. CONDITIONS. All conditions of this RFP apply to this agreement.

SECTION 6. BILLING AND PAYMENT.

Payments will be made retrospectively on the third business day following the month of service. There will be two types of payments. A base payment will be made each month to cover the contractor's fixed costs. This payment is independent of the caseload. There will also be a monthly case rate paid for each child in out-of-home placement on the last day of the previous month. The following table shows the applicable rates for the 4 contract years.

Contract Period	Monthly Base Payment	Monthly Case Rate
FY 2010	\$800,000	\$ 1,510
FY 2011	\$812,000	\$ 1,533
FY 2012	\$828,000	\$ 1,564
FY 2013	\$849,000	\$ 1,603

Payments will cease (no payment will be made) for the service month in which one of the following events occurs.

- A) The child is reintegrated with their family, i.e., returns to their home.
- B) The child achieves finalization of adoptive placement.

- C) The child is placed in permanent custodianship.
- D) The child is transferred to JJA (This action nullifies the 12 month aftercare requirement).
- E) The child is transferred to tribal custody (This action nullifies the 12 month aftercare requirement).
- F) The child is released from SRS custody for other reasons not specified above.

SECTION 7. COMPENSATION. Contractor agrees to provide all of the goods and services covered under this contract. All payments shall be in accordance with the Kansas Prompt Payment Act.

In the event that KVC Behavioral HealthCare Inc. does not provide the services listed under this contract, or only provides a portion of the services, SRS reserves the right to withhold payments until such time as KVC Behavioral HealthCare Inc. can demonstrate that the services have been provided.

SECTION 8. AUDIT CLAUSE. Neither party to the contract shall prohibit or prevent the Legislative Division of Post Audit, SRS Office of Audit and Consulting Services, or any authorized federal or state representative and/or auditors from having access to any records, documents, or other information—confidential or otherwise—regarding or relating to the execution and/or performance of this agreement. (See K.S.A. 46-1101 et seq.)

SECTION 9. CONTRACT DOCUMENTS. The contract documents shall consist of the following documents. In the case of ambiguity or conflict in the contract documents, the following order of precedence shall govern:

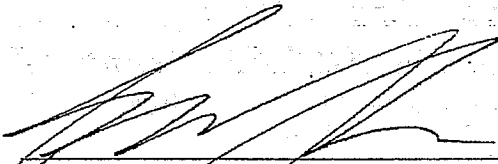
- a. Form DA-146a;
- b. Written modifications to the executed contract;
- c. Written contract signed by the parties; including Attachment A
- d. The RFP including any and all addenda; and,
- e. Contractor's written proposal submitted in response to the RFP as finalized

SECTION 10. SEVERABILITY. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

SECTION 11. CAPTIONS. The descriptive headings of this agreement are for convenience only and shall not be deemed to affect the meaning of any provision.

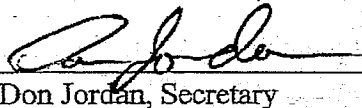
SECTION 12. ENTIRE CONTRACT. This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contract between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.



B. Wayne Sims, CEO
KVC Behavioral HealthCare Inc.

12/18/08
Date



Don Jordan, Secretary

Kansas Department of Social & Rehabilitation Services

12-29-08
Date



Chris Howe, Director

Division of Purchases

12/29/08
Date

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

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The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st of July, 2009.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

ATTACHMENT A

During the contract negotiation process, KVC took very seriously the challenge from SRS to review our base model in an effort to create fiscal efficiencies during this extremely difficult economy. As a result, KVC created efficiencies in an effort to reduce our bid in keeping with required state budget cuts. In particular, modifications to our original model were made with specific emphasis on areas that KVC had enhanced over the years, beyond the requirements stated in the Request For Proposal (RFP). Examples of modifications include streamlining our comprehensive assessment process while maintaining all required assessment components. Great care was taken not to modify any area of RFP requirement or of significance toward the successful achievement of the stated outcomes.

Blank

Beth Evans

From: Sue McKenna
Sent: Monday, December 29, 2008 3:27 PM
To: Beth Evans
Cc: Tanya Keys; Brian Dempsey
Subject: Contract w/ KVC

Beth,

Wanted to document the conversations concerning Attachment A to our contract with KVC. The Secretary was not willing to sign until we had clarified with KVC their purpose in creating and including Attachment A. I contacted Wayne and received call back from Ann Roberts.

I thanked Ann explaining quickly that I disturbed Wayne during holiday based on our desire to have all the contracts proceed together to DoA as quickly as possible. She was relieved and, I think pleased to be able to explain their thinking. The Attachment isn't intended to modify the understanding between SRS and KVC. She agrees with our assessment that it doesn't do that.

The purpose of Attachment A is to provide a framework for discussions with judges who, having read the proposal, demand that KVC provide the extensive assessment described in the proposal. While KVC will, of course, thoroughly assess each child, the assessment will not be exactly as described in their proposal. She could think of no other examples but that may be because judges have been so complimentary of this aspect of KVC's program design.

Roberta Sue McKenna, J.D.
Assistant Director
Children and Family Service Division, SRS
DSOB 5 South, 915 Harrison Topeka, KS 66612-1507
785/368-8154; fax: 785/368-8159
Sue.McKenna@srs.ks.gov

Email Confidentiality Statement: This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by E-mail, and delete the original message.

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RECEIVED

DEC 18 2009

SRS. CHILDREN & FAMILY SERVICES

**CONTRACT FOR SERVICES BETWEEN
KANSAS DEPARTMENT OF SOCIAL & REHABILITATION SERVICES
AND
TFI FAMILY SERVICES INC.**

**Reintegration/Foster Care/Adoption Services
Region Three**

This Contract is entered into as of this first day of July, 2009, by and between **TFI Family Services Inc., 528 Commercial P.O. Box 2224 Emporia, Kansas 66801** hereinafter called "Contractor," and the **Secretary of Social and Rehabilitation Services**, hereinafter called "SRS."

The law of the State of Kansas pursuant to K.S.A. 39-708c, prescribes that the Secretary shall have the power and duty to determine the general policies relating to all forms of social welfare which are administered or supervised by the Secretary, and

The Secretary has deemed it necessary, according to the above statute, to enter into a Contract with TFI Family Services Inc. to provide Reintegration/Foster Care/Adoption Services in Region Three. The Contractor wishes to enter in a Contract with the Secretary for such services.

A Procurement Negotiating Committee, convened pursuant to K.S.A. 75-37,102, has conducted extensive negotiations for acquisition of said services.

The Procurement Negotiating Committee has determined that the best interests of the Secretary will be served by awarding a contract to the Contractor to provide said services.

The contract between Secretary and TFI Family Services Inc. shall consist of Request for Proposal (RFP) #11484, the complete vendor response thereto, and this contract agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Secretary and TFI Family Services Inc. do hereby mutually covenant and agree as follows:

SECTION 1. TERM. The term of this Contract shall be from 07-01-09 through 06-30-13 with two (2) additional optional two-year renewal periods (07-01-13 through 06-30-17) by mutual written agreement.

SECTION 2. SCOPE OF WORK. Under the scope of work covered in this contract, the contractor shall do the following:

- a. Provide Reintegration/Foster Care/Adoption services for Region Three as specified in

Request for Proposal # 11484, the complete vendor response thereto, and this contract agreement.

SECTION 3. STATE RESOURCES TO BE PROVIDED.

RFP #11484, Section 4.6 lists the State resources to be provided.

SECTION 4. GENERAL RELATIONSHIP. Contractor agrees that in all matters relating to this Contract that it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power, or authority to create any obligation, expressed or implied, on behalf of SRS and shall have no authority to represent SRS as an agent.

Neither Contractor nor Contractor's personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to insure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law.

Contractor & SRS concur that this Agreement is not assignable by either party. Each party shall be responsible for the acts and omissions only of its own staff, employees, officers and agents.

SECTION 5. CONDITIONS. All conditions of this RFP apply to this agreement.

SECTION 6. BILLING AND PAYMENT.

Payments will be made retrospectively on the third business day following the month of service. There will be two types of payments. A base payment will be made each month to cover the contractor's fixed costs. This payment is independent of the caseload. There will also be a monthly case rate paid for each child in out-of-home placement on the last day of the previous month. The following table shows the applicable rates for the 4 contract years.

Contract Period	Monthly Base Payment	Monthly Case Rate
FY 2010	\$723,090	\$1,444
FY 2011	\$741,167	\$1,459
FY 2012	\$759,696	\$1,481
FY 2013	\$ 778,688	\$1,503

Payments will cease (no payment will be made) for the service month in which one of the following events occurs.

- A) The child is reintegrated with their family, i.e., returns to their home.
- B) The child achieves finalization of adoptive placement.

- C) The child is placed in permanent custodianship.
- D) The child is transferred to JJA (This action nullifies the 12 month aftercare requirement).
- E) The child is transferred to tribal custody (This action nullifies the 12 month aftercare requirement).
- F) The child is released from SRS custody for other reasons not specified above.

SECTION 7. COMPENSATION. Contractor agrees to provide all of the goods and services covered under this contract. All payments shall be in accordance with the Kansas Prompt Payment Act.

In the event that TFI Family Services Inc. does not provide the services listed under this contract, or only provides a portion of the services, SRS reserves the right to withhold payments until such time as TFI Family Services Inc. can demonstrate that the services have been provided.

SECTION 8. AUDIT CLAUSE. Neither party to the contract shall prohibit or prevent the Legislative Division of Post Audit, SRS Office of Audit and Consulting Services, or any authorized federal or state representative and/or auditors from having access to any records, documents, or other information--confidential or otherwise--regarding or relating to the execution and/or performance of this agreement. (See K.S.A. 46-1101 et seq.)

SECTION 9. CONTRACT DOCUMENTS. The contract documents shall consist of the following documents. In the case of ambiguity or conflict in the contract documents, the following order of precedence shall govern:

- a. Form DA-146a;
- b. Written modifications to the executed contract;
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- d. The RFP including any and all addenda; and,
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SECTION 10. SEVERABILITY. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

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SECTION 12. ENTIRE CONTRACT. This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contract between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Peggy S. Martin

Peggy S. Martin, CEO
TFI Family Services Inc.

12-18-08

Date

Don Jordan

Don Jordan, Secretary
Kansas Department of Social & Rehabilitation Services

12-22-08

Date

Chris Howe

Chris Howe, Director
Division of Purchases

12/29/08

Date

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

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"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st of July, 2009.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**CONTRACT FOR SERVICES BETWEEN
KANSAS DEPARTMENT OF SOCIAL & REHABILITATION SERVICES
AND
ST. FRANCIS COMMUNITY SERVICES**

**Reintegration/Foster Care/Adoption Services
Region Four**

This Contract is entered into as of this first day of July, 2009, by and between **St. Francis Community Services, 509 East Elm, Salina, Kansas 67401** hereinafter called "Contractor," and the **Secretary of Social and Rehabilitation Services**, hereinafter called "SRS."

The law of the State of Kansas pursuant to K.S.A. 39-708c, prescribes that the Secretary shall have the power and duty to determine the general policies relating to all forms of social welfare which are administered or supervised by the Secretary, and

The Secretary has deemed it necessary, according to the above statute, to enter into a Contract with St. Francis Community Services to provide Reintegration/Foster Care/Adoption Services in Region Four. The Contractor wishes to enter in a Contract with the Secretary for such services.

A Procurement Negotiating Committee, convened pursuant to K.S.A. 75-37,102, has conducted extensive negotiations for acquisition of said services.

The Procurement Negotiating Committee has determined that the best interests of the Secretary will be served by awarding a contract to the Contractor to provide said services.

The contract between Secretary and St. Francis Community Services shall consist of Request for Proposal (RFP) #11484, the complete vendor response thereto, and this contract agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Secretary and St. Francis Community Services do hereby mutually covenant and agree as follows:

SECTION 1. TERM. The term of this Contract shall be from 07-01-09 through 06-30-13 with two (2) additional optional two-year renewal periods (07-01-13 through 06-30-17) by mutual written agreement.

SECTION 2. SCOPE OF WORK. Under the scope of work covered in this contract, the contractor shall do the following:

- a. Provide Reintegration/Foster Care/Adoption services for Region Four as specified in Request for Proposal # 11484, the complete vendor response thereto, and this contract

agreement.

SECTION 3. STATE RESOURCES TO BE PROVIDED.

RFP #11484, Section 4.6 lists the State resources to be provided.

SECTION 4. GENERAL RELATIONSHIP. Contractor agrees that in all matters relating to this Contract that it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power, or authority to create any obligation, expressed or implied, on behalf of SRS and shall have no authority to represent SRS as an agent.

Neither Contractor nor Contractor's personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to insure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law.

Contractor & SRS concur that this Agreement is not assignable by either party. Each party shall be responsible for the acts and omissions only of its own staff, employees, officers and agents.

SECTION 5. CONDITIONS. All conditions of this RFP apply to this agreement.

SECTION 6. BILLING AND PAYMENT.

Payments will be made retrospectively on the third business day following the month of service. There will be two types of payments. A base payment will be made each month to cover the contractor's fixed costs. This payment is independent of the caseload. There will also be a monthly case rate paid for each child in out-of-home placement on the last day of the previous month. The following table shows the applicable rates for the 4 contract years.

Contract Period	Monthly Base Payment	Monthly Case Rate
FY 2010	982,000	1,578
FY 2011	999,970	1,608
FY 2012	1,022,470	1,644
FY 2013	1,045,480	1,681

Payments will cease (no payment will be made) for the service month in which one of the following events occurs.

- A) The child is reintegrated with their family, i.e., returns to their home.
- B) The child achieves finalization of adoptive placement.
- C) The child is placed in permanent custodianship.

- D) The child is transferred to JJA (This action nullifies the 12 month aftercare requirement).
- E) The child is transferred to tribal custody (This action nullifies the 12 month aftercare requirement).
- F) The child is released from SRS custody for other reasons not specified above.

SECTION 7. COMPENSATION. Contractor agrees to provide all of the goods and services covered under this contract. All payments shall be in accordance with the Kansas Prompt Payment Act.

In the event that St. Francis Community Services does not provide the services listed under this contract, or only provides a portion of the services, SRS reserves the right to withhold payments until such time as St. Francis Community Services can demonstrate that the services have been provided.

SECTION 8. AUDIT CLAUSE. Neither party to the contract shall prohibit or prevent the Legislative Division of Post Audit, SRS Office of Audit and Consulting Services, or any authorized federal or state representative and/or auditors from having access to any records, documents, or other information--confidential or otherwise--regarding or relating to the execution and/or performance of this agreement. (See K.S.A. 46-1101 et seq.)

SECTION 9. CONTRACT DOCUMENTS. The contract documents shall consist of the following documents. In the case of ambiguity or conflict in the contract documents, the following order of precedence shall govern:

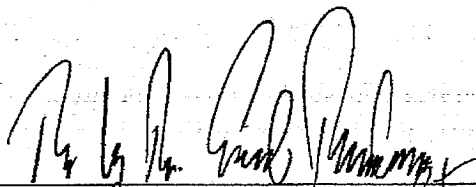
- a. Form DA-146a;
- b. Written modifications to the executed contract;
- c. Written contract signed by the parties;
- d. The RFP including any and all addenda; and,
- e. Contractor's written proposal submitted in response to the RFP as finalized

SECTION 10. SEVERABILITY. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

SECTION 11. CAPTIONS. The descriptive headings of this agreement are for convenience only and shall not be deemed to affect the meaning of any provision.

SECTION 12. ENTIRE CONTRACT. This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contract between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.



The Very Rev. Edward Fellhauer, CEO
St. Francis Community Services

12/01/08

Date



Don Jordan, Secretary
Kansas Department of Social & Rehabilitation Services

12-29-08

Date



Chris Howe, Director
Division of Purchases

12/29/08

Date

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st of July, 2009.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**CONTRACT FOR SERVICES BETWEEN
KANSAS DEPARTMENT OF SOCIAL & REHABILITATION SERVICE
AND
UNITED METHODIST YOUTHVILLE, INC.**

RECEIVED

DEC 22 2008

SRS. CHILDREN &
FAMILY SERVICES

**Reintegration/Foster Care/Adoption Services
Region Five**

This Contract is entered into as of this first day of July, 2009, by and between **United Methodist Youthville, Inc., 4505 E. 47th Street South, Wichita, Kansas 67210**, hereinafter called "Contractor", and the **Secretary of Social and Rehabilitation Services**, hereinafter called "SRS."

The law of the State of Kansas pursuant to K.S.A. 39-708c, prescribes that the Secretary shall have the power and duty to determine the general policies relating to all forms of social welfare which are administered or supervised by the Secretary, and

The Secretary has deemed it necessary, according to the above statute, to enter into a Contract with United Methodist Youthville, Inc. to provide Reintegration/Foster Care/Adoption Services in Region Five. The Contractor wishes to enter in a Contract with the Secretary for such services.

A Procurement Negotiating Committee, convened pursuant to K.S.A. 75-37,102, has conducted extensive negotiations for acquisition of said services.

The Procurement Negotiating Committee has determined that the best interests of the Secretary will be served by awarding a contract to the Contractor to provide said services.

The contract between Secretary and United Methodist Youthville, Inc, shall consist of Request for Proposal (RFP) #11484, the complete vendor response thereto, and this contract agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Secretary and United Methodist Youthville, Inc. do hereby mutually covenant and agree as follows:

SECTION 1. TERM. The term of this Contract shall be from 07-01-09 through 06-30-13 with two (2) additional optional two-year renewal periods (07-01-13 through 06-30-17) by mutual written agreement.

SECTION 2. SCOPE OF WORK. Under the scope of work covered in this contract, the contractor shall do the following:

- a. Provide Reintegration/Foster Care/Adoption services for Region Five as specified in Request for Proposal #11484, the complete vendor response thereto, and this contract agreement.

SECTION 3. STATE RESOURCES TO BE PROVIDED.

RFP #11484, Section 4.6 lists the State resources to be provided.

SECTION 4. GENERAL RELATIONSHIP. Contractor agrees that in all matters relating to this Contract that it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of the Contract. Contractor shall have no right, power, or authority to create any obligation, expressed or implied, on behalf of SRS and shall have no authority to represent SRS as an agent.

Neither Contractor nor Contractor's personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to insure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law.

Contractor & SRS concur that this Agreement is not assignable by either party. Each party shall be responsible for the acts and omissions only of its own staff, employees, officers and agents.

SECTION 5. CONDITIONS. All conditions of this RFP apply to this agreement.

SECTION 6. BILLING AND PAYMENT.

The payment will be made retrospectively on the third business day following the month of service. There will be two types of payments. A base payment will be made each month to cover the contractor's fixed costs. This payment is independent of the caseload. There will also be a monthly case rate paid for each child in out-of-home placement on the last day of the previous month. The following table shows the applicable rates for the 4 contract years.

Contract Period	Monthly Base Payment	Monthly Case Rate
FY 2010	\$914,433	\$1,499
FY 2011	\$937,293	\$1,536
FY 2012	\$965,412	\$1,582
FY 2013	\$994,375	\$1,630

Payments will cease (no payment will be made) for the service month in which one of the following events occurs.

- A) The child is reintegrated with their family, i.e., returns to their home.

- B) The child achieves finalization of adoptive placement.
- C) The child is placed in permanent custodianship.
- D) The child is transferred to JJA (This action nullifies the 12 month aftercare requirement).
- E) The child is transferred to tribal custody (This action nullifies the 12 month aftercare requirement).
- F) The child is released from SRS custody for other reasons not specified above.

SECTION 7. COMPENSATION. Contractor agrees to provide all of the goods and services covered under this contract. All payments shall be in accordance with the Kansas Prompt Payment Act.

In the event that United Methodist Youthville, Inc. does not provide the services listed under this contract, or only provides apportion of the services, SRS reserves the right to withhold payments until such time as United Methodist Youthville, Inc. can demonstrate that the services have been provided.

SECTION 8. AUDIT CLAUSE. Neither party to the contract shall prohibit or prevent the Legislative Division of Post Audit, SRS Office of Audit and Consulting Services, or any authorized federal or state representative and/or auditors from having access to any records, documents, or other information—confidential or otherwise—regarding or relating to the execution and/or performance of this agreement. (See K.S.A. 46-1101 et seq.)

SECTION 9. CONTRACT DOCUMENTS. The contract documents shall consist of the following documents. In the case of ambiguity or conflict in the contract documents, the following order of precedence shall govern:

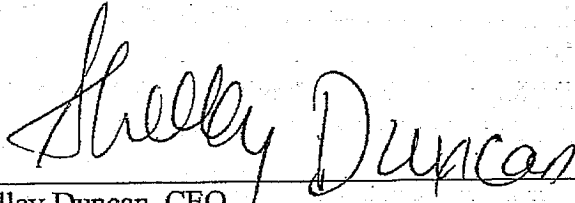
- a. Form DA-146a;
- b. Written modifications to the executed contract;
- c. Written contract signed by the parties;
- d. The RFP including any and all addenda; and,
- e. Contractor's written proposal submitted in response to the RFP as finalized.

SECTION 10. SEVERABILITY. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

SECTION 11. CAPTIONS. The descriptive headings of this agreement are for convenience only and shall not be deemed to affect the meaning of any provision.

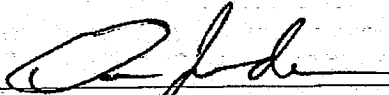
SECTION 12. ENTIRE CONTRACT. This Contract constitutes the entire Contract of the parties and supersedes all other prior written or oral contract between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.



Shelley Duncan, CEO
United Methodist Youthville, Inc.

12/18/08
Date



Don Jordan, Secretary

12-29-08
Date



Chris Howe, Director
Division of Purchases

12/29/08
Date

RECEIVED

DEC 22 2008

SRS. CHILDREN &
FAMILY SERVICES

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st of July, 2009.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration; Damages; Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

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11484AA

AMENDMENT # 1
Reintegration/Foster Care/Adoption Contract Between
Kansas Department of Social and Rehabilitation Services
And

Youthville, Inc.

Region Five

This amendment is made and entered into this 1st day of July, 2010 by and between Youthville, Inc. whose address is 4504 E. 47th Street South, Wichita, Kansas 67210, hereinafter referred to as "Contractor" and the Secretary of the Kansas Department of Social and Rehabilitation Services, whose address is 915 SW Harrison, Docking State Office Building, Topeka, Kansas 66612, hereinafter referred to as "SRS".

WHEREAS, Contractor and SRS have executed an Agreement dated July 1, 2009 providing for certain goods and services; and

WHEREAS, fiscal changes are required due to a material change in circumstances; and

WHEREAS, Contractor and SRS are desirous of executing this Amendment;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Contractor and SRS do hereby mutually covenant and agree as follows:

1.) The above referenced Agreement and any subsequent addenda shall be amended as follows:

a. CONTRACT SECTION 6. Billing and Payment

Contract Period	Monthly Base Rate	Monthly Case Rate
FY 2011	\$937,293	\$1,594

The monthly case rate will be reviewed annually to adjust the amount.

2.) All other terms and conditions of said Agreement and subsequent addenda shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

CONTRACTOR NAME
Youthville, Inc.

KANSAS DEPARTMENT OF SOCIAL AND
REHABILITATION SERVICES

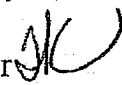
Shelly Duncan 10/5/10 R/h 10-8-10
Shelly Duncan Date Don Jordan Date
CEO Secretary
KANSAS DEPARTMENT OF
ADMINISTRATION

Chris Howe 11/3/10
Chris Howe Date
Director of Purchases

MEMORANDUM

To: Don Jordan, Secretary

Date: September 29, 2010

From: Tanya Keys, Director 
Children and Family Services

Subject: Youthville, Inc Reintegration/Foster Care/ Adoption Contract
Amendment #1

Purpose of Document:

SRS entered into a Reintegration/Foster Care/Adoption Contract with Youthville on July 1, 2009. Fiscal changes are required due to a material change in circumstances.

Term: Renewal: 7/01/2010-6/30/2011

Scope of Work:

This vendor provides reintegration/foster care and adoptive services to children and youth. They are the provider of case management and social work services in Region 5.

Estimated Cost: Monthly Base Rate remains \$937,293.00; Monthly Case Rate increased to \$1,594.00.

Program Contact: Patricia Long

Please contact Patricia Long at 785-368-8157 if you have further questions.



RECEIVED

October 6, 2010

OCT 07 2010

SRS. CHILDREN &
FAMILY SERVICES

Mary Cole, LMSW, Adoption and Foster Care Program Manager
Social and Rehabilitation Services
Docking State Office Building
915 SW Harrison, Suite 530 East
Topeka, KS 66612

Dear Mary,

Enclosed is an original, signed copy of Amendment 1 to the Youthville contract for Region 5. Please send a completed copy of this amendment to my attention when it is available. Please let me know if there is anything else I can do for you. Thank you.

Sincerely,

Catherine Menefee
Contracts Liaison
316-529-9100 ext. 8449
cmenefee@youthville.org

2-37

GIVING CHILDREN BACK THEIR CHILDHOOD

4505 E 47th ST S • Wichita, KS 67210-1651 • P 316.529.9100 • F 316.529.9351

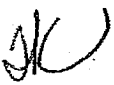
www.youthville.org

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MEMORANDUM

To: Don Jordan, Secretary

Date: September 29, 2010

From: Tanya Keys, Director 
Children and Family Services

Subject: Youthville, Inc Reintegration/Foster Care/ Adoption Contract
Amendment #1

Purpose of Document:

SRS entered into a Reintegration/Foster Care/Adoption Contract with Youthville on July 1, 2009. Fiscal changes are required due to a material change in circumstances.

Term: Renewal: 7/01/2010-6/30/2011

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Estimated Cost: Monthly Base Rate remains \$937,293.00; Monthly Case Rate increased to \$1,594.00.

Program Contact: Patricia Long

Please contact Patricia Long at 785-368-8157 if you have further questions.

11484AA

AMENDMENT # 1
Reintegration/Foster Care/Adoption Contract Between
Kansas Department of Social and Rehabilitation Services
And . . .

Youthville, Inc.

Region Five

This amendment is made and entered into this 1st day of July, 2010 by and between Youthville, Inc. whose address is 4504 E. 47th Street South, Wichita, Kansas 67210, hereinafter referred to as "Contractor" and the Secretary of the Kansas Department of Social and Rehabilitation Services, whose address is 915 SW Harrison, Docking State Office Building, Topeka, Kansas 66612, hereinafter referred to as "SRS".

WHEREAS, Contractor and SRS have executed an Agreement dated July 1, 2009 providing for certain goods and services; and

WHEREAS, fiscal changes are required due to a material change in circumstances; and

WHEREAS, Contractor and SRS are desirous of executing this Amendment;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Contractor and SRS do hereby mutually covenant and agree as follows:

1.) The above referenced Agreement and any subsequent addenda shall be amended as follows:

a. CONTRACT SECTION 6. Billing and Payment

Contract Period	Monthly Base Rate	Monthly Case Rate
FY 2011	\$937,293	\$1,594

The monthly case rate will be reviewed annually to adjust the amount.

2.) All other terms and conditions of said Agreement and subsequent addenda shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

CONTRACTOR NAME
Youthville, Inc.

KANSAS DEPARTMENT OF SOCIAL AND
REHABILITATION SERVICES

Shelly Duncan
CEO

Date

Don Jordan
Secretary

Date

KANSAS DEPARTMENT OF
ADMINISTRATION

Chris Howe
Director of Purchases

Date

State of Kansas
Department of Administration

Section 1 INSTRUCTIONS

1. **Proposal Reference Number:** The RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this Request except with designated state participants in attendance **ONLY DURING:**

Negotiations
Contract Signing
as otherwise specified in this Request.

Violations of this provision by vendor or state agency personnel may result in the rejection of the proposal.

2. **Negotiated Procurement:** This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by The Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

Secretary of Department of Administration;
Director of Purchases, Department of Administration; and
Head of Using Agency

3. **Appearance Before Committee:** Any, all or no vendors may be required to appear before the PNC to explain the vendor's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from vendors as needed. If information is requested, the PNC is not required to request the information of all vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut-off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's revised offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

4. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request.

5. **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The Committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

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Technical proposals shall contain a concise description of vendor's capabilities to satisfy the requirements of this Request for Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Proposal without additional clarification shall not be considered responsive.

6. **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the vendor's tax number.
7. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Division of Purchases in writing.
8. **Modification of Proposals:** A vendor may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.
9. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the Procurement Officer at the Division of Purchases prior to the closing date.
10. **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Division of Purchases if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Division of Purchases no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.
11. **Evaluation of Proposals:** Award shall be made in the best interest of the State as determined by the Procurement Negotiating Committee or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
 - Cost. Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
 - Adequacy and completeness of proposal
 - Vendor's understanding of the project
 - Compliance with the terms and conditions of the Request
 - Experience in providing like services
 - Qualified staff
 - Methodology to accomplish tasks
 - Response format as required by this Request
12. **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.
13. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

State of Kansas Division of Purchases
900 Jackson Street, Room 102N
Topeka, KS 66612-1286

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Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the Division of Purchases by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas
- A self-addressed, stamped envelope
- Contract Proposal Number

Send to:

Kansas Division of Purchases
Attention: Bid Results/Copies
900 SW Jackson, Room 102N
Topeka, KS 66612-1286

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to janet.miller@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

14. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of the State of Kansas. The **Open Records Act** (K.S.A. 45-205 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary and the vendor's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Division of Purchases reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

15. **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".
16. **Notice of Award:** An award is made on execution of the written contract by all parties.
17. **News Releases:** Only the State is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

Section 2 PROPOSAL RESPONSE

1. **Submission of Proposals:** Vendor's proposal shall consist of:
- One (1) original and 15 copies of the Technical Proposal, including signature sheet, applicable literature and other supporting documents;
 - One (1) original and 15 copies of the cost proposal including signature sheet;
 - Two (2) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on diskette or CD, in Microsoft® Word or Excel and technical and cost responses shall be on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the request number and closing date and the Region.

Vendor's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1, addressed as follows:

Kansas Division of Purchases
Proposal # (Indicated on Page 1)
Closing Date: (Indicated on Page 1)
900 SW Jackson Street, Room 102N
Topeka, KS 66612-1286

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

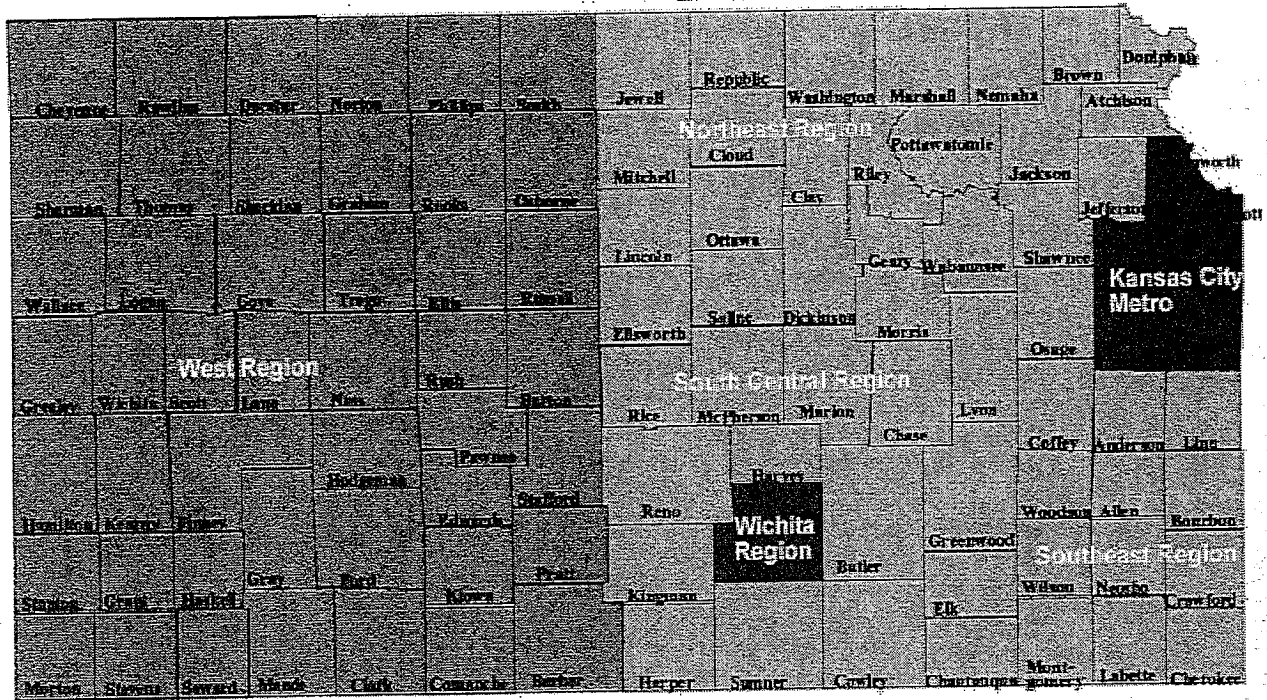
Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

It is the vendor's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

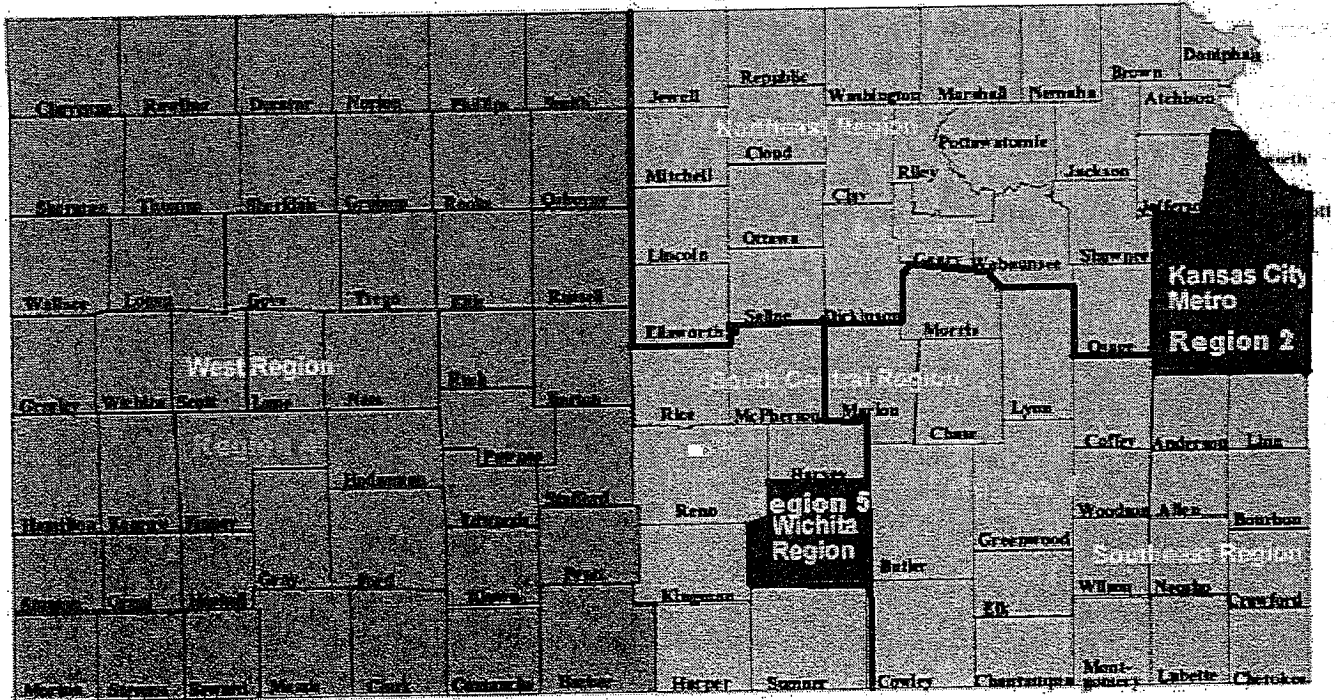
2. **Proposal Format:** Vendors are instructed to prepare their Technical Proposal following the same sequence as this Request. The Technical Proposal shall be limited to **75** single-spaced, 8 1/2 X 11 inch pages with font size at least 10 and margins at least one inch. Excluded from the page limitation are a five-page executive summary, job descriptions, resumes, letters of intent, and memorandums of agreement. All pages (including those exempt from count limitations) must be numbered consecutively at center bottom.
- A. The technical proposal shall demonstrate the vendor's ability to design, develop, implement, and deliver Reintegration/Foster Care/Adoption Services to an identified SRS client population. The technical proposal is expected to reflect the vendor's understanding of the issues concerning this population along with the vendor's underlying vision, mission, and values as related to satisfying the needs of this population. Clearly address all items needed to impart the vendor's abilities, especially those items in Section 4.
 - B. The technical proposal shall demonstrate adherence to family-based "best practices." The vendor shall clearly delineate assumptions related to program design and implementation in the technical proposal.
 - C. A vendor may submit proposals for more than one region. Separate technical and cost proposals are required for each region. The cost proposal may include a narrative regarding savings from economies of scale for a multiple region award.

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SRS Regions map.



Contractor Catchment Area Map:



3. **Transmittal Letter:** All bidders shall respond to the following statements:

- A. the vendor is the prime contractor and identifying all subcontractors;
- B. the vendor is a corporation or other legal entity;
- C. no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- D. the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- E. no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- F. the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- G. the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
- H. whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the State;
- I. vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- J. the vendor has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

4. **Vendor Information:** The vendor must include a narrative of the vendor's corporation and each subcontractor if any. The narrative shall include the following:

- A. date established;
- B. ownership (public, partnership, subsidiary, etc.);
- C. number of personnel, full and part-time, assigned to this project by function and job title;
- D. resources assigned to this project and the extent they are dedicated to other matters;
- E. organizational chart;
- F. financial statement may be required.

5. **Vendor Qualifications:**

- A. The vendor must be licensed to do business in the State of Kansas.
- B. The vendor must be accredited with Council on Accreditation. Contractors must provide a letter from the accrediting body reflecting current standing and submit results of the most recent re-accreditation survey.
- C. The vendor must include a discussion of its qualifications and experience in providing the services that are the subject of this RFP. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request. The vendor shall discuss how the organizational structure will facilitate the delivery of services.

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- D. The technical proposal shall include resumes of personnel assigned to the project stating their education and work experience. The proposal shall include other job descriptions for those filling professional, management, and paraprofessional positions.
- E. For services covered by Medicaid, the contractor as a medical provider, will be required to participate in the Kansas Medical Assistance Program (KMAP) and to comply with applicable requirements for participation as set forth in federal and state statutes and regulations, and Program policies, within the authorities of such statutes and regulations, of the Kansas Department of Social and Rehabilitation Services, Division of Disability and Behavioral Health Services as published in the KMAP Provider Manuals and Bulletins. The provider shall agree to comply with all state and federal laws and regulations applicable to services delivered and professional activities.

The KMAP Provider Manual, Provider Manual revisions and Provider Bulletins represent official Medicaid program limitations and requirements that providers must follow to receive payment and to continue participation in the Medicaid program under K.A.R. 30-5-59(c)(1). The Manual is in addition to the requirements of the Medicaid Provider Agreement and any other contracts such as managed care contracts.

6. **Timeline:** A timeline for implementing services must be submitted with the bid.
7. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services described in section 4.
8. **References:** Provide three (3) references. References should include experience working in related service area(s). References shall show firm name, contact person, address, and phone number. Vendor employees and the buying agency shall not be shown as references.
9. **Experience:** All bidders shall have a minimum of three (3) years continuous active participation in the applicable industry, providing services comparable in size and complexity to those specified herein.
- Bidders may be required to furnish information supporting the capability to comply with conditions and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.
10. **Insurance:** The bidder shall include a statement that they have or will obtain the insurance listed in Section 3.14.
11. **Vendor Information File:** SRS has reference material available for review in the Vendor Information File. This information has been assembled to assist vendors in the preparation of their proposals and to assure that all vendors have equal access to information.

The following information may be accessed from the websites listed below:

Prior Contracts and RFP and Supplemental Information
<http://da.ks.gov/purch/adds/VendorInformation.zip>

Family Preservation Services RFP and Questions and Answers, 2004
Reintegration/Foster Care Services RFP and Questions and Answers, 2004
Adoption Services RFP and Questions and Answers, 2005
Fiscal and Caseload Information
Outcomes

Section I. - K.S.A. & K.A.R. References on the Web.

1. K.S.A. Web Instruction - At the address; <http://www.kslegislature.org> go to "I Want to Find." Select "find a statute." Enter the statute reference number.

Kansas Statutes Annotated:

- A. K.S.A. 38-2200 et seq., Kansas Code for Care of Children
B. K.S.A. 38-2300 et seq. Kansas Juvenile Offenders Code
C. K.S.A. 59-2111 through 59-2143 Kansas Adoption and Relinquishment Act
D. K.S.A. 39-1601 et seq. Kansas Mental Health Reform Act

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- E. K.S.A. 65-501 through 65-531 Kansas Laws and Regulations for Licensing Family foster Homes for Children
- F. K.S.A. 38-101 et seq. Interstate Compact on Juveniles
- G. K.S.A. 38-1201 et seq. Interstate Compact on Placement of Children

Kansas Administrative Regulations:

- 2. K.A.R. Web Instruction - At the address; <http://www.kslegislature.org> go to "I Want to Find." Select "Kansas Administrative Regulations." Enter the regulation number.
 - A. 28-4-170 through 28-4-179 Kansas Child Placing Agency Regulations
 - B. 28-4-800 through 28-4-825 Kansas Rules and Regulations for Family Foster Homes for Children

Section II. - Public Law.

- A. Public Law Web Instruction - At the address <http://www.acf.hhs.gov/> enter the reference number of the Public Law.
- B. Public Law 105-89 Adoption and Safe Families Act (ASFA)
- C. Public Law 96-272 Adoption Assistance and Child Welfare Act
- D. Public Law 109-288 The Child and Family Services Improvement Act of 2006
- E. Public Law 109-248 The Adam Walsh Child Protection and Safety Act of 2006
- F. Public Law 109-239 The Safe and Timely Interstate Placement of Foster Children Act of 2006

Section III. - Interstate Compacts.

- A. Interstate Compact on the Placement of Children (ICPC); <http://www.aphsa.org/>
- B. Interstate Compact on Adoption and Medical Assistance (ICAMA); <http://aaicama.aphsa.org/>
- C. Interstate Compact on Juveniles (ICJ);
<http://www.csg.org/programs/ncic/InterstateCompactforJuveniles.aspx>

Section IV. - Indian Child Welfare Act.

The Indian Child Welfare Act (ICWA) 25 USC 1901 et seq;
<http://icwa.org/policy/law/icwa/ICWA.pdf>

Section V. - Federal Independent Living Regulations.

Federal Independent Living Regulations;
http://www.acf.hhs.gov/i2ee/programs/cb/laws_policies/laws/cwpm/index.jsp

Section VI. - Multi-Ethnic Placement Act.

Multi-Ethnic Placement Act (MEPA) of 1994 and amended by the Inter-Ethnic Adoption Provisions of 1996 (IEP).
http://www.acf.hhs.gov/i2ee/programs/cb/laws_policies/laws/cwpm/index.jsp

Section VII. - The American with Disabilities Act.

The Americans with Disabilities Act (ADA); <http://www.usdoj.gov/crt/ada/adahom1.htm>

Section VIII. - Health Insurance Portability and Accountability Act.

HIPAA; <http://www.os.dhhs.gov/ocr/hipaa/>

Section IX. - Agency Web Sites.

<http://www.srskansas.org> - Department of Social and Rehabilitation Services (SRS)
<http://www.kdheks.gov> - Kansas Department of Health and Environment (KDHE)
<http://www.os.dhhs.gov/> - Department of Health and Human Services (Federal)

Section X. - General Medicaid Provider Manuals and Subsequent Bulletins (PIHP and PHAP)

<http://www.khpa.ks.gov/>
<http://www.kansashealthsolutions.org/>
<http://www.valueoptions.com/>

Section XI. - Ansell-Casey Life Skills Book.

Ansell-Casey Life Skill Book;
<http://www.caseylifeskills.org>

Section XII. - Adopt US Kids.

<http://www.adoptuskids.org>

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Section XIII. – Home and Community Based Services (HCBS) Wavier.

<http://www.srskansas.org/services/hcbs.htm>
<http://www.srskansas.org/hcp/css>

Section XIV. – Addiction and Prevention Services (AAPS).

<http://www.srskansas.org/hcp/aaps>
<http://www.ncsacw.samhsa.gov>

Section XV. – Children and Family Services (CFS) -

<http://www.srskansas.org/CFS> - Program, Outcome & Other Information
<http://www.srskansas.org/manuals.htm> - Eligibility and Payment Policy & Procedure Manual
and CFS Policy and Procedure Manual
<http://www.srskansas.org/CFS/QA/gamain.htm> - Quality Assurance Web-site
<http://www.srskansas.org/CWHS/childwelfarehandbooksvcs.html> - Handbook of Services
<http://www.srskansas.org/datareports08.html> - Data and Reports

Section XVI. – Child Welfare League of America (CWLA) -

<http://cwla.org/>

Section 3 TERMS AND CONDITIONS

1. **Contract Documents:** This Request and any amendments and the response and any amendments of the Contractor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA-146a;
 - written modifications to the executed contract;
 - written contract signed by the parties;
 - this Request including any and all addenda; and
 - Contractor's written proposal submitted in response to this Request as finalized.
2. **Contract:** The successful vendor will be required to enter into a written contract with the State. The vendor agrees to accept the provisions of form DA-146a (Contractual Provisions Attachment) which is incorporated into all contracts with the State and is attached to this Request.
 3. **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.
 4. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Kansas Division of Purchases
900 SW Jackson St, Room 102N
Topeka, Kansas 66612-1286
RE: Bid number: 11484

or to any other persons or addresses as may be designated by notice from one party to the other.

5. **Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - the Contractor fails to make delivery of goods or services as specified in this contract; or
 - the Contractor provides substandard quality and/or workmanship;
 - the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

6. **Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

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7. **Debarment of State Contractors:** Any vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this Request may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.
8. **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

9. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
10. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.
11. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

12. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

The minimum staff qualifications necessary to protect children while maintaining the contractor's ability to retain and recruit qualified staff include as follows:

- A. All staff providing direct services to consumers shall have annual criminal record checks through the Kansas Bureau of Investigation and be cleared annually through the Kansas Child Abuse and Neglect Central Registry.
- B. Every staff member in a Professional position, including Case Managers and Social Workers, shall have a Bachelors Degree in the human services field from an accredited university, and shall be licensed by the Behavioral Sciences Regulatory Board (i.e Social Worker; Marriage and Family Therapist; Psychologist; Professional Counselor and/or Alcohol and Drug Counselor).
- C. All supervisors shall have a Bachelors Degree in the human service field, and have at least three years experience or additional education in children and family services.
- D. All paraprofessionals working directly with families and children shall have a High School diploma, or equivalent, and two years experience or additional education in the children and family services field.

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- E. Clinicians and therapists shall be licensed by the Behavioral Sciences Regulatory Board and meet the Boards educational and experience requirements;
- F. Staff assigned to recruit foster families shall know the demographics of the children needing both foster and adoptive care in the State of Kansas and have knowledge of requirements (regulatory and state-required) to become a foster/adoptive resource.

13. **Subcontractors:**

- A. The contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax information regarding all subcontractors be disclosed on the Signature Sheet, indicating company name, contact information and tax number. Additional pages may be added, as required. (See "Tax Clearance" form in this RFP.)

- B. The Contractor shall, on a continual basis, notify SRS Children and Family Services (CFS) in writing of all initial subcontractors and subsequent changes in subcontractors utilized in the execution of this agreement.
- C. Contractors are responsible for collecting information necessary to fulfill the contract from the subcontractors and submit the information directly to SRS. The contractor shall provide Quality Assurance monitoring of the subcontractors, the results of which shall be shared with SRS at least annually. The technical proposal shall contain a description of the plan to ensure Quality Assurance and Quality Improvement of the program by the contractor and subcontractors.

14. **Proof of Insurance:** Upon request, the Successful Vendor shall present affidavits of Insurance to the Division of Purchases for the following areas:

- A. Worker's Compensation
- B. Professional Liability
- C. Public Liability
- D. Property Damage
- E. Automobile Liability Coverage for Client Transportation
- F. General Liability for Foster Parents

Contract award may be contingent upon proof of insurance.

- 15. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

- 16. **Confidentiality:** The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor shall comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor shall agree to return any or all data furnished by or collected on behalf of the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such

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data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

17. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
18. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
19. **Hold Harmless:** The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

20. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.
21. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.
22. **Retention of Records:** Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of six (6) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds six (6) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the six (6) year post-contract period. Delivery of and access to the records shall be at no cost to the state.

23. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.
24. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
25. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State.

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This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

26. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
27. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
28. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
29. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas, unless otherwise specified and agreed upon by the State of Kansas.
30. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.
31. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.
32. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
33. **Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
34. **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
36. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

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37. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation.**

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

38. **Accounts Receivable Set-Off Program:** During the course of this contract if the vendor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the vendor. The vendor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

39. **Definitions:** A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

40. **HIPAA Confidentiality:** Confidentiality under the Health Insurance Portability and Accountability Act, 1996 (HIPAA): SRS is a covered entity under the act, and, therefore, Contractor is not permitted to use or disclose health information in ways that SRS could not. This protection continues as long as the data is in the hands of the Contractor.

Definition: For purposes of this section, the terms "Protected Health Information" and "PHI" mean individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, that Contractor receives from SRS or that Contractor creates or receives on behalf of SRS. The terms "Protected Health Information" and "PHI" apply to the original data and to any health data derived or extracted from the original data that has not been de-identified.

Electronic protected health information (EPHI) is a subset of PHI and means individually identifiable health information that is transmitted by or maintained in electronic media.

- A. Required/Permitted Uses Section 164.504(e) (2) (i): Contractor is required/permitted to use the PHI for the following purposes:
(i) Any activity required to ensure contract compliance and fulfill contract obligations
- B. Required/Permitted Disclosures Section 164.504(e) (2) (i): Contractor shall disclose SRS' PHI only as allowed herein or as specifically directed by SRS.
- C. Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): Contractor agrees that it will not use or further disclose the PHI other than as permitted or required by this contract or as required by law.
- D. Disclosures Allowed for Management and Administration Section 164.504(e) (2) (i) (A) and 164.504(e) (4) (i): Contractor is permitted to use and disclose PHI received from SRS in its capacity as a Contractor to SRS if such use is necessary for proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- E. Minimum Necessary: Contractor agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.
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- F. Safeguarding and Securing PHI Sections 164.308, 164.310, 164.312, 164.314 and 164.504(e)(2)(ii)(B): Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and or EPHI that the Contractor creates, receives, maintains, or transmits. Contractor will furnish SRS with a written description of such safeguards taken upon request. Contractor agrees to allow authorized representatives of SRS access to premises where the PHI and or EPHI is kept for the purpose of inspecting physical security arrangements.
- G. Agents and Subcontractors Section 164.504(e)(2)(ii)(D): Contractor shall ensure that any entity, including agents and subcontractors, to whom it discloses PHI received from SRS or created or received by Contractor on behalf of SRS agrees to the same restrictions, conditions and safeguards that apply to Contractor with respect to such information.
- H. Right to Review: SRS reserves the right to review terms of agreements and contracts between the Contractor and subcontractors as they relate to the use and disclosure of PHI belonging to SRS.
- I. Ownership: Contractor shall at all times recognize SRS' ownership of the PHI.
- J. Notification Section 164.304, 164.314 (a) (2) (C) and 164.504(e) (2) (ii) (C): Contractor shall notify SRS both orally and in writing of any use or disclosure of PHI and or EPHI not allowed by the provisions of this Contract of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of SRS or the Contractor. The Contractor shall report to SRS any security incident within 5 business days of becoming aware of such incident. For the purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with systems operations in an information system.
- K. Transmission of PHI Section 164.312 I (1) and 164.312 I (2): Contractor agrees to follow the HIPAA standards with regard to the transmission of PHI.
- L. Employee Compliance with Applicable Laws and Regulations: Contractor agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to security, confidentiality and privacy of the PHI and with the provisions of this Contract.
- M. Custodial Responsibility: An employee of Contractor shall be designated as the custodian of PHI and will be responsible for observance of all conditions of use. If custodianship is transferred within the organization, Contractor shall notify SRS promptly.
- N. Access, Amendment, and Accounting of Disclosures Section 164.504(e) (2) (ii) (E-G): Contractor shall provide access to the PHI in accordance with 45 C.F.R. Section 164.524. Contractor shall make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. Contractor shall make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.
- O. Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H): Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of Health and Human Services for purposes of determining SRS's compliance with 45 C.F.R. Parts 160 and 164. Contractor shall make these same policies, procedures, and documentation available to SRS or its designee upon request.

P. Contract Termination Section 164.314 (a)(2)(i)(D) and 164.504(e)(2)(ii)(I): Contractor agrees that within 45 days of the termination of this contract, it will return or destroy, at SRS' direction, any and all PHI that it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the contract shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.

Q. Termination for Compliance Violation Section 164.314 (a) (2) (i) (D) 164.504(e) (2) (iii) and Section 164.504(e) (1) (ii): Contractor acknowledges that SRS is authorized to terminate this Contract if SRS determines that Contractor has violated a material term of this section of the contract. If termination of the Contract is not feasible due to an unreasonable burden on SRS, Contractor's violation will be reported to the Secretary of Health and Human Services, along with steps SRS took to cure or end the violation or breach and the basis for not terminating the contract.

41. **Off-Shore Sourcing:** Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Division of Purchases and the respective agency in writing, indicating the new location and the percentage of work relocated.

42. **Payment:** refer to Section 5.2 for Payment Schedule

43. **Financial Requirements:**

Revenues and expenses applicable to the contracts must be tracked separately from the organization's other business operations. Additionally, if an organization is awarded contracts for more than one region, revenues and expenses must be tracked separately for each region.

Contractors shall submit a copy of their annual certified public audit of the organization within 180 days of the organization's fiscal year end. These audit reports shall include separate audited income statements for each contract. This audit report shall be sent to:

SRS Office of Audit and Consulting Services
DSOB 8th Floor, 915 SW Harrison
Topeka, Kansas 66612

Contractors shall comply with all applicable requirements in SRS Recipient Monitoring Policy, current and as revised, posted at <http://www.srskansas.org/publications.htm>.

Contractors shall submit quarterly fiscal reports in Microsoft Excel. The reports shall include the following:

- A. Annual budget for the contract for the current year.
- B. Current balance sheet. If the contractor is part of a subsidiary, the contractor shall submit the balance sheet for that subsidiary. If the contractor is a division, the contractor shall submit the balance sheet for the parent company.
- C. YTD income statement for the contract operations only. The Income Statements shall include the same expense categories as the pro forma Income Statements submitted as part of the original proposal.
- D. These fiscal reports shall be submitted on the following schedule:

July 1 through September 30 is due no later than the following November 30.

October 1 through December 31 is due no later than the following February 28.

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January 1 through March 31 is due no later than the following May 31.

April 1 through June 30 is due no later than the following August 31.

If the contractor fails to meet the deadlines defined above, SRS may withhold ten percent of future monthly base payments. Withholding will cease and withheld funds will be paid when receipt of financial statements is current.

Contractors' staff shall participate in the CWCBS Contractor Random Moment Time Study (RMTS).

Training will be provided by SRS on an as-needed basis. Contractors are required to provide training to existing and new staff before the individuals can participate in RMTS sampling. See Vendor Information File for details.

Contractors shall make reasonable and sufficient efforts to submit accurate and timely employee roster updates, ensure staff complete all RMTS samples accurately and timely (including validation requests), and ensure that coordinators are responsive to requests from the SRS RMTS manager. SRS will measure the following standards of compliance to determine whether contractors are making adequate efforts:

- A. Roster Updates for the next calendar quarter submitted by the 15th day of the last month of each calendar quarter.
- B. 95% of initial samples, excluding non-strikes (activity 9970 Leave (vacation), activity 9980 Not Available (not scheduled to work), activity 9990 Invalid (vacant position), and No Responses), are completed within two business days.
- C. No more than one (1) No Response per contractor per calendar quarter.
- D. No more than one (1) invalid combination per contractor per calendar quarter.
- E. All RMTS responses, validations, and requests for information for each calendar quarter submitted to SRS by the 10th of the month following the end of each calendar quarter.

If a contractor fails to meet these criteria for any two consecutive quarters, SRS may withhold ten percent of future monthly base payments. Withholding will cease and withheld funds will be paid when successful progress addressing deficiencies has been made. A key point of consideration in determining whether a contractor is making reasonable and sufficient efforts is the risk the contractor poses to the reliability and statistical validity to the entire quarterly sample. It is SRS's intent to work with contractors to resolve issues and to ensure that all contractors successfully meet RMTS obligations.

Contractors shall report all services provided under their contract through the submission of encounter data. See Vendor Information File for details. Encounters are used to claim federal funds. Therefore, it is imperative that encounters are reported timely and accurately with supporting documentation available for audit purposes. SRS will measure the following standards of compliance to determine whether contractors are making adequate efforts:

- A. At the end of each month, 98% of encounters submitted within last 2 years are marked as "accepted" in SCRIPTS.
- B. At the end of each month, 100% of placement encounters for the previous month will be receipted into SCRIPTS as either accepted or rejected.
- C. At the end of each month, 100% of clients open on the last day of the previous month will have a Worker/Child Visit Encounter submitted.

If a contractor fails to meet these criteria for any two consecutive quarters, SRS may withhold ten percent of future monthly base payments. Withholding will cease and withheld funds will be paid when successful progress addressing deficiencies has been made. A key point of consideration

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in determining whether a contractor is making reasonable and sufficient efforts is the risk the contractor poses to the completeness of the federal claim for Title IV-E funds. It is SRS's intent to work with contractors to resolve issues and to ensure that all contractors successfully meet these encounter obligations.

44. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.
45. **Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.
46. **Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.
47. **State's Technical Environment:** The successful bidder shall be required to use the State's Computer Systems FACTS, KIDS, and eSCRIPTS. The vendor is responsible for all costs associated with connecting to and remaining compatible with the State system including but not limited to vendor site setup and installation of vendor owned equipment. The contractor shall have the ability to communicate with state systems electronically including the ability to attach documents. Information that may be used to assist the bidder in determining costs necessary for bidding purposes is found in Appendix #1.
48. **Web Development:** Any web site, web pages, or web based applications developed by Contractor for SRS shall be in compliance with the state web accessibility policy (ITEC 1210). Guidelines supporting this policy can be found at <http://da.ks.gov/itab/was/guidelines.htm> . In addition, the web content shall be in compliance with SRS web standards (SRS-ITS Standard 3401.04), available upon request.
49. **Submission of the Bid:** Submission of the bid shall be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.
50. **Transition Assistance:** In the event a new contractor is awarded the contract for services covered by this Request and any addendums or amendments to the resulting agreement, Contractor shall collaborate with the new contractor to develop a transition plan to be approved by SRS. Both contractors shall designate staff to serve on a transition team to design the plan, with this team being activated within ten (10) working days after the notification of contract awards. The transition plan shall assure a smooth transition to avoid disruptions, provide for the safety and well-being of children, and provide necessary information to all concerned parties.
51. **Award:** Award may be by region or statewide, whichever is in the best interest of the State of Kansas.

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Section 4 SPECIFICATIONS

The State of Kansas is issuing this Request for Proposal to obtain competitive responses from vendors to provide Reintegration/Foster Care/Adoption Services, per the attached specifications, for Social and Rehabilitation Services, Children and Family Services, Topeka, KS.

1. **Term of Contract:** The term of this contract is for a four (4) year period beginning July 1, 2009 with two (2) additional two (2) year renewals by written agreement of the parties.

2. **Background:**

The Secretary of the Department of Social and Rehabilitation Services (SRS) is responsible to assure that children in his custody are safe, have their needs met, and have permanent, legal connections to a family. SRS has contracted for Family Preservation, Reintegration/Foster Care and Adoption Services to achieve these goals since 1996. The contracts for these services have evolved over time.

When a child is not safe in their home and SRS determines that services to the family are not sufficient to mitigate the threat of harm to the child, SRS works with the County/District Attorney to request that the court place the child in the custody of the Secretary of SRS for out-of-home placement. A referral is then made to the Reintegration/Foster Care/Adoption Services Contractor, who will work with the child and family to achieve permanency.

Reintegration/Foster Care/Adoption Services are delivered through five (5) geographic catchment contract regions in the state, some of which do not match the counties covered by one SRS region. Refer to map in Section 2.

3. **Scope of Work:**

- A. **Service Description:**

Through this Request for Proposal and contracting process, SRS seeks to continue the quality of the Child Welfare service system, provide for safety and stability in placement, and achieve timely permanencies for children. The Reintegration/Foster Care/Adoption Contractor works with families who have children in the custody of the Secretary and who are placed outside of the home. The contractor provides placement services for the child and case management services to the child and family while the child is in out-of-home placement through a 12-month aftercare period.

The Contractor assists the family with reintegration of the child(ren) into their home. When children are not able to return home, the Contractor is responsible for achieving an alternative permanency for the child. The child may have an identified family such as the resource family, relative, or kin who is willing to become their legal family, either through adoption or permanent custodianship. In these instances the Contractor is expected to work with the child and family to achieve permanency and provide the pre-placement, and post-placement services. When the child has no identified family resource, the Contractor shall conduct a child specific recruitment effort and register the child on the adoption exchange to maximize the child's opportunity for permanency. In these instances, The Adoption Exchange is accessed to seek possible matches for children who need adoptive resources. The Adoption Exchange is the website that lists all children who are available for adoption and do not have an identified family to adopt them. The Contractor engages Other Planned Permanent Living Arrangements for youth for whom another permanency is not currently available, and the contractor provides services to help the youth attain skills to successfully achieve self-sufficiency.

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B. Service Delivery consistent with family centered practice principles. Family Centered Practices include:

- (1) Engaging families in service design
- (2) Treating families with respect
- (3) Respecting families' privacy
- (4) Involving immediate, extended, and kin family members as active partners in case planning
- (5) Providing services in the most family-like setting possible
- (6) Linking families to community-based, diverse, and comprehensive supports and services
- (7) Strengthening the capacity of families to function independently.

C. Relationships with child welfare community partners:

- (1) Develop working local partnership plans with community organizations such as community mental health centers (CMHCs), community developmental disability organizations (CDDOs), and substance abuse treatment providers.
- (2) Collaborate with the community stakeholders, including courts and other contractors, to reflect professional relationships.
- (3) Participate in community systems of care development and have working partnerships with the local Juvenile Corrections Advisory Boards, education, courts, CASA, Head Start, Early Head Start, other local child-placing agencies (CPAs), Juvenile Justice Authority, Juvenile Intake and Assessment Centers, domestic violence service providers, and advocacy groups.

D. Bridging Between Contractors:

- (1) If the Family Preservation Provider has an open case at the time of the referral to the Reintegration/Foster Care/Adoption Provider, the case manager from the Family Preservation Provider shall be invited to attend the initial team meeting with the family.
- (2) Necessary information shall be shared with the Adoption Exchange contractor, to assure that children who do not have an identified adoptive resource have the best possible chance to achieve permanency.

E. Constituency Services:

The contractor shall maintain a system for responding timely to consumer complaints and shall inform SRS as to the resolution of these complaints. Response to SRS is required within five (5) working days from the complaint date. If the concern is a Critical Incident as defined by agency policy, a response may be required by the Contractor the same day or next business day from the event.

F. Recruitment and Retention of Foster Families:

- (1) Expectations of the Contractor's Recruitment and Retention Process:
 - (a) Assist in further development of the Statewide Recruitment Plan.
 - (b) Refrain from recruiting existing homes sponsored by other CPA's.
 - (c) Individualize recruitment for the population of children in care.
 - (d) Complete PS-MAPP or Deciding Together (DT) prior to receiving a placement, unless it is a relative placement. Deciding Together may be substituted when it is not possible for foster parents to attend the group sessions.
 - (e) Assure foster families receive additional training as necessary to meet the needs of children who may be or are placed in their home.
 - (f) Complete a Comprehensive Foster Family Assessment and maintain annual updates.
 - (g) Participate in, encourage, and support the implementation and maintenance of a statewide foster parent association.

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- (h) Participate in the Adopt US Kids Campaign.
- (i). Register prospective adoptive families without an identified child on the Statewide Adoption Exchange.

(2) Expectations for Child Placement and Sharing of Foster Homes Between Contractors

- (a) Contractors are expected to share homes.
- (b) Affiliate agreements shall be negotiated with other CPA's if a contractor anticipates using their foster families for placements.
- (c) Contractors will have access to KDHE's (CLARIS) database of existing licensed and approved family foster homes and facilities.

(3) Expectations Regarding the Work of Foster families:

Foster families shall work closely with the birth family as a mentor, support the reunification process through consistent and frequent visitation, and help the child foster relationships with their birth family.

4. Services to be Provided by the Contractor:

Administrative Requirements:

- A. Accept all referrals by SRS for those children who are placed in the custody of the Secretary of SRS for out-of-home placement.
- B. Assign a program director to this contract who will serve as the liaison to SRS on all program and contractual matters.
- C. Adhere to all policies, rules, administrative regulations, and statutes which are applicable to providing foster care/ out of home placement, and child welfare services for children and families under this contract, including:
 - (1) Kansas Statutes and Administrative Rules and Regulations governing child placing agencies, group boarding homes and residential centers, family foster homes, and daycare homes and centers. (KSA 65-501 through 65-531, KAR 28-4-800 through 28-4-835 and KAR 28-4-170 through 179).
 - (2) Kansas Code for Care of Children (KSA 38-2200 et. seq.).
 - (3) Kansas Juvenile Offenders Code (KSA 38-2300 et. seq.).
 - (4) Interstate Compact on the Placement of Children/Juveniles (ICPC/ICJ) (KSA 38-1201 et seq. and K.S.A. 38-101 et seq. or K.S.A. 38-1008 et seq.).
 - (5) Interstate Compact on Adoption and Medical Assistance (ICAMA).
 - (6) The Indian Child Welfare Act (ICWA) (25 USC 1901 et seq.).
 - (7) Title IV-E of the Social Security Act.
 - (8) Multi-Ethnic Placement Act (MEPA) of 1994, as amended by the Interethnic Adoption Provisions of 1996 (IEPA).
 - (9) Children and Family Services Review (CFSR) and Program Improvement Plan (CFSR PIP).
 - (10) Children and Family Services Policy and Procedures Manual (PPM).
 - (11) Eligibility and Payment Policy and Procedure Manual (EPM).
 - (12) Handbook of Services.
 - (13) National Standards for Treatment Foster Care.
 - (14) Federal Independent Living Requirements (John H. Chafee Foster Care Independence Act).
 - (15) The Americans with Disabilities Act (ADA).
 - (16) Kansas Mental Health Reform Act KSA 39-1601.
 - (17) Medicaid Provider Manuals and subsequent bulletins.
 - (18) Federal Prohibition Against National Origin Discrimination including Limited English Proficiency (LEP).
 - (19) The Contractor is required to ensure written information is available in the prevalent non-English languages in its particular service area.
 - (20) Any other statutes, policies, and regulations SRS deems necessary to the performance of services herein.

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D. Contract and Program Requirements for all Contractors include, but are not limited to:

- (1) Provide for the safety, permanency and well being of referred children.
- (2) Provide services that are culturally sensitive, responsive to cultural differences and special needs.
- (3) Respect the privacy of the child and family.
- (4) Maintain confidentiality as required by law (including HIPAA) and SRS policy.
- (5) Share Information with the family and other professionals, as needed, to meet the needs of the child.
- (6) Collaborate with the Family Preservation Provider when initiating services to a family who has a child removed during Family Preservation program involvement.
- (7) Maintain license as a Child Placing Agency.
- (8) Maintain caseload sizes consistent with accreditation.
- (9) Provide accessible staff to the child, family and SRS 24 hours per day and provide this contact information to the family and SRS.
- (10) Respond to family crisis situations after reintegration within one hour and document this response in the child's case file.
- (11) Report critical incidents verbally to SRS, per policy.
- (12) Maintain an annual photograph of the child in the case file.
- (13) Initiate a Lifebook at the time out-of-home placement begins and maintain the Lifebook throughout the child's out-of-home placement. A Lifebook is a scrapbook which contains pictures and other personal information that tells the child's life story.
- (14) Develop an individualized recruitment plan for children who have the goal of adoption and no identified resource for adoption.
- (15) Register the child's information on the Adoption Exchange through the Adoption Exchange Contractor for recruitment of an adoptive family, if there is no identified resource and the case plan goal is adoption.
- (16) Complete exit interviews with youth leaving the Secretary's custody, who have not achieved a permanency goal of adoption, permanent custodianship, or reunification.
- (17) Cooperate with collection and submission of data elements and surveys of youth receiving Independent Living Services, pursuant to federal requirements.
- (18) Maintain foster care records for 6 years (per HIPAA regulations) and the child is at least two years past the age of majority.
- (19) Release client records/progress reports to SRS within five (5) working days of request.
- (20) Maintain case file with historical and current assessment information, services provided, and the progress toward meeting goals and outcomes.
- (21) Organize the case file per policy.
- (22) Cooperate with Kansas Legal Services (KLS) in obtaining Supplemental Security Income (SSI) eligibility for children in the custody of the Secretary.
- (23) Cooperate with the Child Support Enforcement (CSE) in locating absent parent and determining parental payment obligation.
- (24) Consult with SRS about making a referral to Kansas Guardianship Program for appointment of a guardian/conservator, when youth are not likely to be mentally capable of governing their own financial or medical welfare as an adult.
- (25) Maintain contact with and submit all reports to the court pursuant to local court rules, and liaison with court, guardian ad litem and County/District Attorney.
- (26) Assure that all eligible children are referred for the appointment of an education advocate.
- (27) Work with the iGRAD program and obtain the necessary release of information forms and transcripts.
- (28) Enter or provide educational information on the EEIF and iGRAD systems.
- (29) Assure seamless transition for the child and family, when the court case is transferred from one jurisdiction to another.
- (30) Provide care for the dependent children of teen mothers in the Secretary's custody.
- (31) Provide aftercare services to the family for twelve (12) months following permanency of reunification, adoption, or custodianship, unless the case meets the definition for an exception as outlined in Section 4, Paragraph 4F(5)(c) of this Request.
- (32) Participate in SRS pre-service training for all direct care and administrative staff.
- (33) Participate in any mandated trainings and provide training required due to CFSR PIP, new policy or statutory changes, and/or CFS initiatives.

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- (34) Assure family involvement at a policy-making level for the organization and hold at least one stakeholder feedback meeting per year to solicit input and feedback from families and youth concerning agency policy.
- (35) Participate in stakeholder, policy, program improvement, and other regional and statewide events to support and promote child welfare issues; for example, youth advisory councils, computer camps, and national foster care and adoption months.
- (36) Participate in Quality Assurance activities.
- (37) Submit quarterly management reports.
- (38) Maintain a public image that is cooperative towards the public/private partnership.

Program Requirements - The Contractor shall assure that the following services are provided and documented.

A. The Intake Process for Reintegration/Foster Care/Adoption

- (1) Maintain a central point for referrals.
- (2) Accept all children/youth referred by SRS.
- (3) Assume custodial responsibility for the child within four hours of SRS referral.
- (4) Transport the referred child to the placement: If it is not reasonable for the child to be transported by the contractor immediately (e.g., the child is in school and there is no reason to disrupt the school day), the Contractor shall work with SRS regarding coordination of transportation times for the child.
- (5) Send Acknowledgement of Referral to SRS within 48 hours of referral
- (6) Operate an effective intake model that assures:
 - (a) Collection of referral information from SRS.
 - (b) Contact with SRS at time of referral, if clarification is needed.
 - (c) Review of child and family information using the Kansas Initiatives for Decision Support (KIDS) system.
 - (d) Contact with SRS regarding child and family needs, and kin and community connections.
 - (e) Access to emergency care, if an emergency placement is required.

B. Child Placement Practices

- (1) Children and youth placed in the custody of the Secretary need placements outside their home that support and help facilitate timely permanency, connections to family and community, and stability in the least-restrictive environment. Siblings shall be placed together whenever possible. Children must be placed with relatives or in homes that are licensed or approved as meeting licensing standards.
 - (a) Relative Placements:
 - 1) The availability and suitability of relative placement (maternal and paternal) shall be assessed and explored immediately upon referral and continually thereafter, until permanency is achieved and documented in the child's file. If a relative or kin placement is not selected, documentation of the reason shall be included in the child's file for each relative/kin explored.
 - 2) All relatives shall, at a minimum, provide a safe home for the child; KBI and Child Abuse Registry clearances are required. Although encouraged, neither Deciding Together or PS-MAPP is required for relatives, unless they choose to become licensed as a foster parent.
 - 3) Relative placements shall be reimbursed. Relatives providing foster care services shall be offered a choice in payment received for the care of the related child. Payments may be received through TAF (Temporary Assistance for Families), financial support from the contractor, or receipt of benefits (i.e. SSI, SSA) for which the child may be eligible. For those relatives requesting financial support from the

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Contractor, the Contractor shall encourage them to be approved as meeting licensing standards through KDHE. Placement of a child and payment to the relative provider shall not be contingent upon the relative becoming a licensed foster home. If relative placements refuse reimbursement, documentation of this refusal shall be in the child's file.

(b) Non-related Kin:

- 1) If children cannot be placed with relatives, they may be placed with a person with whom the child has close emotional ties. SRS and KDHE have established procedures to prioritize the licensing of such individuals and accelerate the process.
 - 2) Temporary licenses are approved for non-related kin, so that connections are maintained and they can start caring for a child prior to completing all licensing requirements.
 - 3) Licensing requirements, including PS-MAPP, must be completed within 90 days.
- (2) The Contractor shall provide written notice of placement changes to SRS, court and all parties to the court proceedings
 - (3) The contractor shall inform foster families of their right to submit a report to the court every six (6) months.
 - (4) The Contractor shall utilize and comply with the Interstate Compact on the Placement of Children (ICPC) for out of state placements. Contractors shall assign one (1) ICPC Liaison per Contract Region who will work with CFS Central Office ICPC staff.

C. The Initial Team Meeting With the Family:

- (1) Planning for the Initial Team Meeting
 - (a) The assigned case manager shall contact the family the same business day of the referral to introduce themselves, inform the family of who to contact in an emergency, and inform the family where the child(ren) is placed, unless it would compromise the child(ren)'s safety.
 - (b) The initial team meeting shall occur no later than 2 business days from the date of referral. At a minimum, SRS, the Contractor, the child (age appropriate), the birth parents and/or the primary caregiver and the foster family should be in attendance at this meeting. The contractor shall encourage both maternal and paternal participation in the meeting, and the birth family shall be offered the opportunity to invite other participants to the meeting. If it is not in the best interest for all parties to attend, the basis shall be documented in the case file.
 - (c) The planning for the location of the meeting and participants shall occur in consultation/coordination with the birth family during the initial call. The meeting shall occur where the family desires, unless participant safety would be compromised.
- (2) The purpose of the initial team meeting is to:
 - (a) Identify relatives, kin, or a foster family home that can meet the child's needs until he/she can safely return to their family of removal.
 - (b) Plan for contact between the child and parents, worker and child, and worker and parents prior to the case planning meeting.
 - (c) Identify supports with the family.
 - (d) Clarify roles and responsibilities of all team members.
 - (e) Discuss the reasons for out-of-home placement, expectations of SRS, court orders, consequences of actions, and timelines for decisions about child permanence.
 - (f) Sign releases in order to gather additional assessment information.

D. The Screening, Assessment and Community Referral Processes:

- (1) During the time between the initial team meeting and the development of the Family/Child Case Plan, the Contractor shall complete a comprehensive assessment that will build on the

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Family Based Assessment completed by SRS. Additionally, the contractor must assess for safety through the life of the case. The following assessments are required:

- (a) Family Centered Assessment that is research supported and includes family history, risk factors, prognosis indicators, connection to community, health, education and well being.
 - 1) In addition, if the child/youth is between the ages of 8 and 21, the child and Contractor will engage the youth to complete the Ansell-Casey Life Skills assessments and curriculum.
 - 2) If the child is placed with a relative or kin, the assessment shall also determine the kinds of supports that the relative or kin will require to care for the child.
 - 3) If the child's permanency plan moves to adoption, adoption issues shall be assessed.
- (b) Educational Assessment (including a description of the educational needs of child/children). The contractor shall compile and review educational information, including regular and special education records, attendance history, educational accommodations, or special educational needs,
- (c) Health Assessment. Health care encompasses the health care domains of physical health, mental health, developmental disability, and substance abuse.
 - 1) Screenings. The contractor shall assure children are fully assessed to identify any health needs and develop a plan to assure their needs are addressed. Initial and periodic (Kan Be Healthy) screenings shall be kept current.
 - 2) Efforts shall be made to assure youth involved in child welfare services will continue to receive any health care and health related services from the providers, professionals, and agencies with whom the child and family is already involved. For all health care domains, Child Welfare staff shall:
 - a) Identify all health care service providers.
 - b) Complete and have parents sign any releases of information related to current health care providers.
 - c) Obtain private health insurance information as Medicaid is the payer of last resort.
 - 3) The Contractor shall assure all required health screenings, assessments and referrals are completed:
 - a) Physical Health care needs including dental, vision, hearing, nutrition, pharmacological.
 - b) Mental Health needs of child and family shall be assessed through the use of a research supported instrument. State resources include the Socio-Emotional screening tool for children birth to 5 years (Appendix 3L in the PPM) and Child Welfare Mental Health Referral Guide (Appendix 3J in the PPM). If further assessment of Mental Health is needed, a referral shall be made to the PAHP.
 - c) Developmental Disability needs of the child and family shall be assessed through the use of a research supported instrument. State resources include the Child Welfare Mental Retardation/Developmental Disability Screening Tool (Appendix 3I in the PPM). If further assessment of mental retardation/developmental disability is needed, a referral shall be made to Community Developmental Disability Organization (CDDO).
 - d) Substance Abuse needs of the child and/or family. The contractor shall use a standardized screening tool to determine the need for further assessment of substance abuse/addiction issues and to decide if referrals to the PIHP shall be necessary.
 - 4) Ensure all health care-related information collected during the assessment period is complete and utilized in the Family/Child Case Planning Conference.

E. Case Planning, Service Delivery and Case Review:

- (1) Initial Case Plan:

- (a) Upon completion of the assessment the initial Child/Family Case Plan shall be developed in coordination with SRS, the birth family, child, and any other key members of the service team within 20 calendar days of referral, and sent to SRS within 3 business days of completion.
- (b) Child/Family Case Plans shall meet federal requirements, be individually developed, and driven by the unique needs of each child and family.
- (c) The case plan shall be clearly linked to the child protection objectives listed on the Family Based Assessment. Case plan activities shall be measurable, clearly delineate roles and responsibilities, and meet all SRS requirements for case plan documentation.
- (d) The Contractor shall assure the availability of an array of services and supports for families as outlined in the case plan. The contractor shall provide the needed services, purchase services through an array of sub-contractual arrangements, coordinate with community providers or develop services as needed within the community. Contractors are responsible for assisting parents in accessing needed or court ordered services.

(2) Worker/Child, Worker/Parent, Sibling Visitation and Parent/Child Interaction:

- (a) The Contractor shall assure that interaction between children, youth and their families occurs per policy and federal requirements.
- (b) The contractor shall assure children and their families are able to have naturally occurring interactions weekly. The interactions shall primarily occur in the family's home; however, they could see each other in a variety of natural settings such as eating meals together, attending the child's recreational activities or school events, going to church together, taking the child to the doctor or therapist, etc.
- (c) The child's case manager or paraprofessional shall visit children at least once a month. The person who will visit the child must be listed on the case plan, and the majority of the visits shall be in the child's placement setting and meet federal guidelines regarding quality.
- (d) The child's case manager or paraprofessional shall visit the mother and father at least monthly, if reintegration is the case plan goal.
- (e) The Contractor shall document all child-parent interaction and visits to the child, foster family, and birth family. If there is a court order for no contact, or there is a parental rights termination (PRT), the Contractor shall still seek to find ways for the child to stay connected to extended family, neighbors, or family friends that are important to the child.

(3) Ongoing Child/Family/Child Case Planning Conferences:

Contractors shall assure the ongoing case planning process is timely and relevant to the family. A formal case plan review shall be conducted at least every 170 days and documentation sent to SRS within three (3) calendar days of completion. More frequent case planning may be needed to meet the needs of the family. The team meetings can be called by any member of the team. Court orders shall be followed, but otherwise modification is based on the assessment of the team.

(4) Life Skills for Children in Out of Home Placement:

- (a) Life skills training shall be provided to each child age eight (8) years and older who is in SRS custody. Foster families shall support and integrate daily living skills into activities with the child/youth. Skill training shall be provided according to the child/youth's strengths & needs, as determined by the Ansell-Casey Life Skill Assessment (ACLSA). The contractor shall provide child/youth training in the appropriate competencies identified in the following (life) domains:
 - 1) Daily living skills
 - 2) Housing, Community Resources, and Legal Issues

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- 3) Money Management
- 4) Self-Care
- 5) Work & Study Skills
- 6) Personal Development

(b) Contractors shall use the Life Skills Guidebook to guide life skills planning and instruction.

(c) If identified skills are needed, the child/youth's case plan will reflect specific services to address the child/youth's needs in this area. All foster families (inclusive of birth parents) should have knowledge and training to reinforce or teach methods to address these needs.

(5) Needs of Birth Parents:

(a) If it is determined that adults in the home require individualized services such as mental health, substance abuse, vocational rehabilitation, services for individuals with disabilities, etc., the Contractor shall assist the adults in obtaining these services. A parent's health insurance or Medicaid, if parent is Medicaid eligible, may be a payment source for health care related needs. The Contractor shall work with the family to determine how to access and pay for these needed services.

(b) Parents shall be provided support in accessing other services not related to health care, (e.g., parenting classes, conflict resolution training, family mediation, budgeting, financial planning, etc). The Contractor also shall assist parents in accessing these services and may help with related financial costs or fees.

(c) If the family is in need of hard goods, the Contractor shall be responsible for the first \$500.00 of hard goods (per family for life of the case). After spending \$500.00, a request can be made to SRS for additional hard good funding. Funding is limited and availability varies by Region. Additional funding for hard goods may be allowed only after it is documented that community resources have been explored and/or exhausted. Examples of hard goods are: exterminator services, turning on utilities, rent and deposits, bus passes, car repairs, beds, refrigerator, etc.

(6) Concurrent Planning:

Concurrent Planning shall be used for cases where it is applicable. A research supported instrument shall be used to assess if concurrent planning is required. State resources include the Appendix 3F in the PPM.

(7) Parental Custody Relinquishment:

When parents desire to relinquish their parental rights, acceptance of a relinquishment can be considered only if adoption is the case plan goal for the child and there is a reasonable expectation adoption of the child can be achieved. If relinquishment is appropriate, the contractor case manager shall discuss relinquishment with the birth parent(s), SRS, and the Contractor/SRS supervisors. Parent(s) shall be provided information about the implications of relinquishment and be encouraged to confer with an attorney before making their final decision. Relinquishments shall be signed in the presence of a judge or notary. Neither SRS nor contractor staff shall have parents sign relinquishments without court involvement. The relinquishment is not valid until it is accepted by the Secretary.

(8) Court Attendance and Court Requirements:

(a) Contractors shall submit a written progress report to the court in a timely manner and in accordance with the court's expectations.

(b) The contractor shall attend every court hearing on the child(ren). The contractor also shall ensure the child(ren) attends court, in accordance with the court's expectations.

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F. Child Permanency:

(1) Reintegration:

The Contractor shall assure that children are safely reunified as soon as possible. There shall be resources in place so that families are supported in working toward their child(ren)'s return home and for children to safely remain in the home.

(2) Adoption:

When efforts at reintegration are unsuccessful, SRS and its Contractors have an obligation to assure that children are afforded timely permanence through adoption. Youth with a case plan goal of adoption who are in the custody of both the Commissioner of Juvenile Justice and the Secretary will be served primarily by JJA, but services necessary to achieve permanency through adoption shall be provided under this contract.

(a) Parental Rights Termination:

- 1) When the child is in the Secretary's custody and placed out of the home for 12 continuous months, or 15 of the last 22 months, consideration shall be given to the termination of parental rights. Unless there are compelling reasons to the contrary, it is expected that the contract agency shall have already recommended termination of parental rights to SRS and the court.
- 2) The decision to terminate parental rights, either through court action or relinquishment, is made by the Case Planning Team, based on documented evidence that the child should not be returned to the home of the parent(s) and that adoption would be in the best interest of the child. The Contractor shall work with the birth parents and the court system to address issues regarding the process of termination and adoption.

(b) Adoption Process:

- 1) When parental rights are terminated or relinquished and the child's case plan goal is adoption, the contractor shall prepare the child, prepare the adoptive family, and complete all the processes and paperwork required for adoption as outlined in PPM. SRS expects that siblings will be adopted together.
- 2) If there is no identified resource, attempts shall be made to find a match for the child through individualized recruitment and the Adoption Exchange. Child specific recruitment may be purchased.
- 3) When parental rights have been terminated or relinquished, and the case plan goal is adoption, the Contractor shall be responsible to find the most appropriate home for the child and to provide pre & post placement services including aftercare to the adoptive family.
- 4) The Contractor shall be responsible for training, retention and support of families they recruit.
- 5) The Contractor shall be responsible for assuring that a full range of adoption services are provided to adoptive families from time of recruitment to completion of aftercare, 12 months after the adoption is finalized.
- 6) The Contractor shall work together with the adoptive family and the child to assure a solid plan is in place to provide supportive pre-placement and post adoptive services. If a disruption (child leaves the home before the adoption is finalized) or dissolution (child leaves the home after the adoption is finalized) occurs during the aftercare period, the Contractor shall be responsible for placement and other services the child may need. If the goal is adoption, the Contractor shall be responsible for locating another adoptive family.
- 7) If the current foster family or kinship caregiver is not the adoptive family, the contractor shall assure that the child remain with this family, until they are placed in their adoptive home.

(3) Permanent Custodianship:

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- (a) The Kansas Code for the Care of Children authorizes the court to appoint a permanent custodian. K.S.A.38-2202(w) defines permanent custodian as a judicially approved permanent guardian of a child pursuant to K.S.A. 38-2272.
- (b) Permanent Custodianship may only be recommended to the court when it is documented that the child cannot be reintegrated with the parent(s), there are compelling reasons not to terminate parental rights, or adoption is not a viable option for the child. The parents, if their rights have not been terminated, must be in agreement with the plan or the court must find them to be unfit.
- (c) It is the contractor's responsibility to prepare the prospective permanent custodian for the responsibility associated with custodianship and to assess the family's capabilities of parenting a specific child. The contractor shall:
 - 1) Complete a written family assessment,
 - 2) Complete Kansas Child Abuse and Neglect Central Registry and KBI clearances,
 - 3) Provide follow up services to the family, and
 - 4) Provide any reports the court requests.
- (d) The contract agency may request the family participate in the PS-MAPP or DT, if it is deemed such participation would be valuable to the family.
- (e) An array of services shall be provided to the family on an as-needed basis to assure the success of the placement.

(4) Other Planned Permanency Living Arrangement (OPPLA)

Other Planned Permanency Living Arrangement is a permanency option only when the agency determines it has a "compelling reason" not to request a termination petition for a child who has been in care "15 of the last 22 months" and there is a "compelling reason" why reintegration, adoption, or permanent custodianship is not being selected as a permanency option. Examples of compelling reasons cited in the 45 CFR 1355.20 or 42-USC 675(5)(c) include:

- (a) An older teen who specifically requests that emancipation be established as his/her permanency plan.
- (b) The case of a parent and child who have a significant bond, but the parent is unable to care for the child because of an emotional or physical disability and the child's foster parents have committed to raising him/her to the age of majority, and to facilitate visitation with the disabled parent.
- (c) Or the Tribe has identified other planned permanency living arrangement for the child.

(5) Aftercare:

- (a) During the 12 months following permanency, the aftercare period, the Contractor is responsible for continuing to provide all contractual services.
- (b) The aftercare period does not apply for cases transferred to the Juvenile Justice Authority, or the Tribal Court, or to cases where venue has transferred to another region, or to youth who age out of care at age 18 or older.
- (c) If the child returns home and begins the aftercare period within 60 days of the referral, and the start of the aftercare period has not been the result of a Contractor-recommended and implemented case and safety plan, the Contractor will have no responsibility for the provision of aftercare and a return to out-of-home care for the child shall be a new referral to the contractor.
- (d) Original copies of case information shall be given to SRS within 15 days of completion of aftercare, as SRS maintains the "official" case file for each child.

5. Outcomes:

Contractor performance is measured through outcomes. Contract outcomes are the national data standards for safety, federal composite standards for permanency in the Child and Family Services review, and an outcome indicator that children are placed in a family like setting. For more information on the national data standards and outcome composites in the Child and Family Services review, see the *Kansas Child and Family Services Review Data Profile* in the vendor file.

In addition to contract outcomes, the state will review and monitor accountability for child welfare programs through case read processes and success indicators. Case read processes and success indicators are required to demonstrate positive processes for families and progress with the CFSR Program Improvement Plan (PIP) and agency performance; however, are not contract outcomes. Results from outcomes, case read processes and progress with success indicators may be published by the agency on the internet or in other public information material. The contract performance year is the state fiscal year. Reports published may reflect both federal and state fiscal year periods. Some outcomes and indicators are tracked monthly and annualized in reports.

When performance with contract outcomes are not met, the contractor shall develop program improvement strategies and demonstrate continued improvement with performance in accordance with the state's CFSR Program Improvement Plan. Failure of the Contractor to meet the strategies for improvement of the outcomes may result in termination of the contract or damages.

Operational definitions for contract outcomes and success indicators are as follows:

A. Outcome Operational Definitions:

(1) Safety:

Safety : Absence of child abuse or neglect in foster care	Population	Standard	Source
Children will remain safe from maltreatment by foster parent or placement facility employee in Out of Home Placement (OOHP)	Children in out of home placement with Reintegration/Foster Care provider.	99.68%	FACTS: service action codes, perpetrator relationship code of FP or EP
Operational Definition			
<p>State Fiscal year to date, the number of children in OOH served year to date who were not victims of a substantiated or indicated maltreatment incident by a resource family or employee at facility</p> <p style="text-align: center;">divided by</p> <p style="text-align: center;">The number of children in OOHP served year to date.</p> <p>The definition of children "served year to date" is the number of children in OOH on the last day of the previous year plus (+) all new referrals to OOH in a state fiscal year</p> <p>Example:</p> <ul style="list-style-type: none"> July 2009 - # of children victims by foster parent or facility employee = 3. July 2009 - # of children served year to date was 1050 (1000 open on June 30th, 2010 + 50 new referrals in July 2009). For July, fiscal year to date, the rate of maltreatment in OOH is 99.71% [$N=1047/1050$ or $1-(3/1050)$]. 			

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(2) Permanency Composite 1: Timeliness and Permanency of Reunification:

Permanency Composite 1 is comprised of two (2) components and four (4) measures. The required performance standard for Permanency Composite 1 is 122.6 or higher. The composite standard is a scaled score achieved through various combinations of performance on the 4 measures within the composite. As such each measure does not have its own performance standard; however, in order to meet the composite standard of 122.6, performance with the 4 measures will fall within a range of the national median. Contractors shall manage their performance with measures to assure the composite score is achieved.

Permanency Composite 1: Component A: Measure 1	Population Cohort	National Median	Source
Timely Reunification in 12 months	Children in foster care in the report period for 8 days or longer, released from custody for reason of reunification.	69.9%	FACTS: Removal date Discharge date discharge reason of reunification
Operational Definition			
In a Reporting Month: The # of children in foster care in the report period for 8 days or longer, who were discharged from custody for reason of reunification in less than 12 months of the date of latest removal from home. divided by The # of children in foster care in the report period for 8 days or longer, who were discharged from custody for reason of reunification.			
Example: Reporting Month July 2009 Number of children in foster care in the report period for 8 days or longer, who were discharged from custody for reason of reunification in less than 12 months of the date of latest removal from home = 45 Number of children in foster care in the report period for 8 days or longer, who were discharged from custody for reason of reunification.= 100 Performance with Timely reunification is 45% [n=45/100]			

Permanency Composite 1: Component A, Measure 2	Population Cohort	National Median	Source
Timely Reunification: Median Length of Stay in months	Children in foster care in the report period for 8 days or longer, who were released from custody for reason of reunification.	6.5 months	FACTS: Removal date Discharge date discharge reason of reunification
Operational Definition			
<p>In a Reporting Month:</p> <p>All children discharged from foster care in the report period for reason of reunification, who had been in foster care for 8 days or longer, calculate the median length of stay in months from the difference between the date of the latest removal from home and the date of discharge to reunification.</p> <p>Example: Reporting Month July 2009</p> <p>Calculate the median length of stay in months between the latest removal from home date and discharge to reunification for all the children who were discharged with a reason of reunification.</p> <p>Child 1 - 4.5 months Child 2 - 8.5 months Child 3 - 12.6 months</p> <p>Performance with median length of stay is 8.5 months (Note: Lower number of months is preferable in this measure)</p>			

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Permanency Composite 1: Component A: Measure 3	Population Cohort	National Median	Source			
Timely Reunification: Entry cohort reunification in < 12 months.	Children in foster care for 8 days or longer, who entered foster care for the first time in the 6 month period just prior to the State fiscal year, and were discharged from custody for reason of reunification.	39.4%	FACTS: Removal date Discharge date discharge reason of reunification			
Operational Definition						
Data for this outcome will report progress toward the outcome; however, due to the nature of the cohort is not a valid measure until the completion of a state fiscal year.						
Across State Fiscal Year Quarters: The # of children in foster care for 8 days or longer, who entered foster care for the first time in the 6 month period just prior to the State fiscal year, and were discharged from custody for reason of reunification in less than 12 months of the date of latest removal from home.						
divided by						
The # of children in foster care for 8 days or longer, who entered foster care for the first time in the 6 month period just prior to the State fiscal year.						
Attribute	Description	Jul –Sep Q1	Oct -Dec Q2	Jan-Mar Q3	Apr-Jun Q4	SFY Total
1	Children in foster care on July1, 2009 who entered care for the first time in the prior six month period.					1000
2	# Children from #1 discharged for reason of reunification in less than 12 months of the latest removal from home date	100	175	180	200	655
Percent of children who were in foster care for the first time in the 6 month period just prior to the State fiscal year and were discharged for reunification. (250/1000)						65.5%

Permanency Composite 1: Component B, Measure 4	Population Cohort	National Median	Source
Permanency of Reunification	Children who were discharged from foster care to reunification in the 12 month period prior to the report period.	15.0%	FACTS: Removal date Discharge date discharge reason of reunification
Operational Definition			
<p>In a Reporting Month:</p> <p>The # of children who were discharged from foster care to reunification in the 12 month period prior to the report period, then re-entered foster care in less than 12 months from the date of discharge. <div style="text-align: center;">divided by</div> The # of children who were discharged from foster care to reunification in the 12 month period prior to the report period.</p> <p>Example: Reporting Month July 2009 Number of children who were discharged from foster care to reunification in the 12 month period prior to the report period, then re-entered foster care in less than 12 months from the date of discharge. = 25 Number of children who were discharged from foster care to reunification in the 12 month period prior to the report period.= 100 Performance with Permanency of Reunification is 25% [n=25/100] (Note: Lower number is preferable in this measure)</p>			

(3) Permanency Composite 2: Timeliness and Permanency of Adoption:

Permanency Composite 2 is comprised of three (3) components and five (5) measures. The required performance standard for Permanency Composite 2 is 106.4 or higher. The composite standard is a scaled score achieved through various combinations of performance on the 5 measures within the composite. As such each measure does not have its own performance standard; however, in order to meet the composite standard of 106.4, performance with the 5 measures will fall within a range of the national median. Contractors shall manage their performance with measures to assure the composite score is achieved.

Permanency Composite 2: Component A, Measure 1	Population Cohort	National Median	Source
Timely Adoption in less than 24 months	Children released from custody for reason of adoption in the report period.	26.8%	FACTS: Removal date Discharge date discharge reason of adoption
Operational Definition			
<p>In a Reporting Month:</p> <p>The # of children who were discharged from foster care to a finalized adoption in less than 24 months from the removal from home date in the report period.</p> <p>divided by</p> <p>Children who were discharged from foster care to a finalized adoption in the report period.</p> <p>Example: Reporting Month July 2009</p> <p>Number of children who were discharged from foster care to a finalized adoption in less than 24 months from the removal from home date in the report period. = 25</p> <p>Number of children who were discharged from foster care to a finalized adoption in the report period. = 100</p> <p>Performance with Timely Adoption is 25% [n=25/100]</p>			

Permanency Composite 2: Component A, Measure 2	Population Cohort	National Median	Source
Timely Adoption: Median Length of Stay in months.	Children released from custody for reason of adoption in the report period.	32.4 months	FACTS: Removal date Discharge date discharge reason of adoption
Operational Definition			
<p>In a Reporting Month:</p> <p>All children discharged from foster care in the report period for reason of adoption, who had been in foster care for 8 days or longer, calculate the median length of stay in months from the difference between the date of the latest removal from home and the date of discharge to adoption.</p> <p>Example: Reporting Month July 2009</p> <p>Calculate the median length of stay in months between the latest removal from home date and discharge to adoption for all the children who were discharged with a reason of adoption.</p> <p>Child 1 - 24.5 months</p> <p>Child 2 - 31.5 months</p> <p>Child 3 - 46.6 months</p> <p>Performance with median length of stay is 31.5 months</p> <p>(Note: Lower number of months is preferable in this measure)</p>			

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Permanency Composite 2: Component B, Measure 3	Population Cohort	National Median	Source			
Progress Towards Adoption: Children in care 17+ months, adopted by end of fiscal year.	Children in foster care on first day of a State Fiscal Year who have been in care for 17 continuous months or longer, who then were discharged from custody by the last day of the same Fiscal Year for reasons other than Reunification, or Permanent Custodianship.	20.2%	FACTS: Removal date Discharge date All discharge reasons			
Operational Definition						
Data for this outcome will report progress toward the outcome; however, due to the nature of the cohort is not a valid measure until the completion of a state fiscal year.						
Across State Fiscal Year Quarters:						
The # of children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, who then were discharged from custody by the last day of the same Fiscal Year for adoption.						
divided by						
The # of children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, who then were discharged from custody by the last day of the same Fiscal Year for reasons other than Reunification, or Permanent Custodianship.						
Attribute	Description	Jul -Sep Q1	Oct -Dec Q2	Jan-Mar Q3	Apr-Jun Q4	SFY Total
1	Children in foster care on July1, 2009 in care for 17+ mos. discharged for reason other than reunification or permanent custodianship.					1000
2	# Children from #1 discharged for reason of adoption.	100	50	50	50	250
Percent of children in care 17+ mos. on the first day of the fiscal year who were adopted by the last day of the fiscal year. (250/1000)						25%

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Permanency Composite 2: Component B, Measure 4	Population Cohort	National Median	Source	
Progress Towards Adoption: Children in care 17+ months achieve legal freedom.	Children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, and who were not legally free** for adoption prior to that day. Who then became legally free** during the first 6 months of that same Fiscal Year excluding those children who were discharged in that 6 month time period for reasons of reunification or permanent custodianship.	8.8%	FACTS: Removal date Discharge date All discharge reasons Mother PRT Father PRT	
Operational Definition				
Data for this outcome will report progress toward the outcome; however, due to the nature of the cohort is not a valid measure until the completion of a 6 month period.				
Across State Fiscal Year Quarters: The # of children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, and who were not legally free for adoption prior to that day, who then became legally free during the first 6 months of that same Fiscal Year. divided by The # of children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, and who were not legally free for adoption prior to that day, excluding those children who were discharged during the first 6 months of that same Fiscal year for reasons of reunification or permanent custodianship.				
Attribute	Description	Jul –Sep Q1	Oct -Dec Q2	6 mos. Total
1	Children in foster care on July 1, 2009 in care for 17+ mos. and not legally free for adoption, excluding those discharged for reasons other than reunification or permanent custodianship during first 6 months of year.			200
2	# Children from #1 who became legally free during the first 6 months of year.	10	5	15
Percent of children in care 17+ mos. Not legally free on the first day of the fiscal year who became legally free for adoption by the last day within 6 months, excluding those who discharged for reunification or permanent custodianship in that same 6 months. (15/200)				7.5%
** Legally Free is if there were parental rights termination dates reported for both mother and father.				

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Permanency Composite 2: Component C, Measure 5	Population Cohort	National Median	Source
Progress Towards Adoption: Adoption within 12 months, once child is legally free.	Children in foster care in the report period who became legally free** for adoption in that same report period.	45.8%	FACTS: Removal date Discharge date All discharge reasons Mother PRT Father PRT
Operational Definition			
<p>In a Reporting Month:</p> <p>The # of children in foster care in the report period who became legally free for adoption in the 12 months prior to the year shown, then were discharged to a finalized adoption in less than 12 months of becoming legally free. divided by</p> <p>The # of children in foster care in the report period who became legally free for adoption in the 12 months prior to the year shown.</p> <p>Example: Reporting Month July 2009 Number of children in foster care in the report period who became legally free for adoption in the 12 months prior to the year shown, then were discharged to a finalized adoption in less than 12 months of becoming legally free. = 45 Number of children in foster care in the report period who became legally free for adoption in the 12 months prior to the year shown. = 100 Performance with Progress Towards Adoption of Children Legally Free is 45% [n=45/100]</p> <p>** Legally Free is if there were parental rights termination dates reported for both mother and father.</p>			

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(4) Permanency Composite 3: Achieving Permanency for Children in Foster Care for Long Periods of Time:

Permanency Composite 3 is comprised of two (2) components and three (3) measures. The required performance standard for Permanency Composite 3 is 121.7 or higher. The composite standard is a scaled score achieved through various combinations of performance on the 3 measures within the composite. As such each measure does not have its own performance standard; however, in order to meet the composite standard of 121.7, performance with the 3 measures will fall within a range of the national median. Contractors shall manage their performance with measures to assure the composite score is achieved.

Permanency Composite 3: Component A, Measure 1	Population Cohort	National Median	Source			
Achieving Permanency: Exits to permanency prior to 18 th birthday for youth in care 24+ months.	Children in foster care for 24 months or longer on the first day of a report period.	25.0%	FACTS: Removal date Discharge date All discharge reasons Date of Birth			
Operational Definition						
Data for this outcome will report progress toward the outcome; however, due to the nature of the cohort is not a valid measure until the completion of a state fiscal year.						
Across State Fiscal Year Quarters:						
The # of children in foster care on first day of a Fiscal Year who have been in care for 24 continuous months or longer, and who were discharged to a permanent home prior to their 18 th birthday and by the end of that same Fiscal Year.						
divided by						
The # of children in foster care on first day of a Fiscal Year who have been in care for 24 continuous months or longer.						
Attribute	Description	Jul –Sep Q1	Oct -Dec Q2	Jan-Mar Q3	Apr-Jun Q4	SFY Total
1	Children in foster care on July1, 2009 in care for 24+ mos.					1000
2	# Children from #1 discharged prior to 18 th birthday and by the last day of the fiscal year.	100	150	100	75	425
Percent of children in care 24+ mos. on the first day of the fiscal year who were discharged prior to 18 th birthday and by the last day of the same fiscal year (250/1000)						43%

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Permanency Composite 3: Component A, Measure 2	Population Cohort	National Median	Source
Achieving Permanency: Permanency for all children with Termination of Parental Rights.	Children who were discharged from foster care in the report period, and who were legally free** for adoption at the time of discharge.	96.8%	FACTS: Removal date Discharge date All discharge reasons Date of Birth Mothers PRT Date Fathers PRT Date
Operational Definition			
<p>In a Reporting Month:</p> <p>The # of children who were discharged from foster care in the report period, who were legally free for adoption at the time of discharge, and who were discharged to a permanent home* prior to their 18th birthday.</p> <p>divided by</p> <p>The # of children who were discharged from foster care in the report period, and who were legally free for adoption at the time of discharge.</p> <p>Example: Reporting Month July 2009 Number of children who were discharged from foster care in the report period, who were legally free for adoption at the time of discharge, and who were discharged to a permanent home prior to their 18th birthday.= 45 Number of children who were discharged from foster care in the report period, and who were legally free for adoption at the time of discharge.= 100 Performance with Progress for Achieving Permanency is 45% [n=45/100]</p> <p>*Permanent home is if the discharge reason is adoption, permanent custodianship, reunification, or live with relative. **Legally Free is if there were parental rights termination dates reported for both, mother, and father.</p>			

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Permanency Composite 3: Component B, Measure 3	Population Cohort	National Median	Source
Growing Up in Foster Care: Children emancipated who were in care 3 years or longer.	Children in the report period who were either (1) discharged from foster care for reason of emancipation or (2) reached their 18 th birthday while in foster care.	47.8%	FACTS: Removal date Discharge date Discharge reason of Emancipation Date of Birth
Operational Definition			
<p>In a Reporting Month:</p> <p>The # of children in the report period who were either (1) discharged from foster care for reason of emancipation or (2) reached their 18th birthday while in foster care, and were in foster care for 3 years or longer.</p> <p>divided by</p> <p>The # of children in the report period who were either (1) discharged from foster care for reason of emancipation or (2) reached their 18th birthday while in foster care.</p> <p>Example: Reporting Month July 2009 Number of children in the report period who were either (1) discharged from foster care for reason of emancipation or (2) reached their 18th birthday while in foster care, and were in foster care for 3 years or longer.= 45 Number of children in the report period who were either (1) discharged from foster care for reason of emancipation or (2) reached their 18th birthday while in foster care.= 100 Performance with Progress for Growing up in Foster Care is 45% [n=45/100]</p> <p>(Note: Lower percentage is better on this measure)</p>			

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(5) Permanency Composite 4: Placement Stability:

Permanency Composite 4 is comprised of one (1) component and three (3) measures. The required performance standard for Permanency Composite 4 is 101.5 or higher. The composite standard is a scaled score achieved through various combinations of performance on the 3 measures within the composite. As such each measure does not have its own performance standard; however, in order to meet the composite standard of 101.5, performance with the 3 measures will fall within a range of the national median. Contractors shall manage their performance with measures to assure the composite score is achieved.

Permanency Composite 4: Component A, Measure 1	Population Cohort	National Median	Source
Placement Stability: Children in Care for < 12 months.	Children in OOH during the report period for at least 8 days but less than 12 months.	83.3%	FACTS: removal date # placement codes
Operational Definition			
<p>In a reporting Month</p> <p>The number of children who were served in foster care during the report period for at least 8 days but less than 12 months and experienced no more than 2 placements while in care.</p> <p>divided by</p> <p>The total number of children in OOH during the report period for at least 8 days but less than 12 months.</p> <p>Example: Reporting Month July 2009 Number of children in OOH during the report period for at least 8 days but less than 12 months: 500 Number of children who were served in foster care during the report period for at least 8 days but less than 12 months and experienced no more than 2 placements while in care: 325 Performance rate for placement stability in July 2009 is 65%. [n=325/500]</p>			

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Permanency Composite 4: Component A, Measure 2	Population Cohort	National Median	Source
Placement Stability: Children in care for at least 12 months but less than 24 months.	Children who were served in foster care during the report period for at least 12 months but less than 24 months.	59.9%	FACTS: removal date # placement codes
Operational Definition			
<p>In a reporting Month</p> <p>The number of children who were served in foster care during the report period for at least 12 months but less than 24 months and have no more than 2 placements while in care.</p> <p>divided by</p> <p>The total number of children who were served in foster care during the report period for at least 12 months but less than 24 months.</p> <p>Example: Reporting Month July 2009</p> <p>Number of children who were served in foster care during the report period for at least 12 months but less than 24 months: 500</p> <p>Number of children who were served in foster care during the report period for at least 12 months but less than 24 months and have no more than 2 placements while in care: 325</p> <p>Performance rate for placement stability in July 2009 is 65%. [n=325/500]</p>			

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Permanency Composite 4: Component A, Measure 3	Population Cohort	National Median	Source
Placement Stability: Children in care for at least 24 months.	Children who were served in foster care during the report period for at least 24 months.	33.9%	FACTS: removal date # placement codes
Operational Definition			
<p style="text-align: center;">In a reporting Month</p> <p>The number of children who were served in foster care during the report period for at least 24 months and have no more than 2 placements while in care.</p> <p style="text-align: center;">divided by</p> <p>The total number of children who were served in foster care during the report period for at least 24 months.</p> <p>Example: Reporting Month July 2009 Number of children who were served in foster care during the report period for at least 24 months: 500 Number of children who were served in foster care during the report period for at least 24 months and have no more than 2 placements while in care: 325 Performance rate for placement stability in July 2009 is 65%. [n=325/500]</p>			

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(6) Placement in Family-Like Setting:

This outcome is comprised of one (1) component and one (1) measure. The required performance standard for this Outcome is 90% or higher.

Placement Setting	Population Cohort	Standard	Source
Placement in Family Like Setting	Children in OOH placement	90%	FACTS placement codes
Operational Definition			
<p>In a reporting Month</p> <p>Number of children in OOH placement who are placed in a relative, foster*, pre-adoptive, independent living, or on runaway status on the last day of the month (LDTM)</p> <p>divided by</p> <p>The number of children in OOHP on the last day of the month</p> <p>*Children who are placed in a non related kin setting are considered placed in a foster home.</p>			

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B. Success Indicators:

Success Indicator #1: Same School	Population	Data Source
Children are entitled to remain in their same school whenever possible.	Children in OOH	FACTS placement codes same school indicator
Operational Definition		
<p>In a reporting Month: Using the last day of the month</p> <p>The number of children who are age 6 or over and attending the same school as prior to removal. divided by The number children who are age 6 and over in OOH placement on the last day of the month</p> <p>A child is considered to be attending the same school if:</p> <ol style="list-style-type: none">1. The school they are attending while in OOH placement is the same public or private school they were attending at the time of their entry into OOH; or2. The school they are attending while in OOH placement is the same public or private school they would have attended at the time of their entry into OOH respective to grade level or promotion for a child. (e.g. if entry onto care occurred during summer break and child's had been promoted to a new middle or high school location); or3. They are attending the same school as they would be attending if they were residing with the removal parent(s)/care giver or the resource with whom reintegration, adoption or permanent custodianship is planned (for those situations where the parent/primary care giver has moved since the child entered OOH or the child is reaching permanency in new community). For adoption this begins when the adoption agreement is signed by the prospective adoptive family. For permanent custodianship this begins when the permanent custodianship agreement is signed by the resource family.4. A child is considered to be attending the same school if they are in an independent living placement. <p>It is not an expectation that children continue with home school settings; however, there may be circumstances for a child or youth in which that home school setting is appropriate. If the child attended a home school setting prior to removal into out of home placement and continues to attend that same setting after entering care, then that child is considered to be attending the same school for purposes of outcome reporting.</p>		

Success Indicator #2: Siblings	Population	Data Source
Children are entitled to live with other siblings in care whenever possible.	Children in OOH	FACTS placement codes sibling indicator
Operational Definition		
<p>In a reporting Month: Using the last day of the month</p> <p>The number of children who are placed with at least one other sibling in OOH placement. divided by The number children who have siblings in OOH placement on the last day of the month.</p>		

Success Indicator #3: Relatives	Population	Data Source
Children are entitled to live with relatives while in care whenever possible.	Children in OOH	FACTS placement codes
Operational Definition		
<p>In a reporting Month: Using the last day of the month</p> <p>The number of children who are placed with a relative while in OOH placement. divided by The number children who are in OOH placement on the last day of the month.</p>		

Success Indicator #4: Credits	Population	Data Source
Youth age 15 and older in foster care will obtain a full set of credits each semester.	Youth age 15 and older in foster care.	iGRAD SCRIPTS
Operational Definition		
<p>In a reporting Month:</p> <p>The number of youth age 15 and older in foster care who obtained a full set of credits. divided by The number of youth age 15 and older in foster care.</p>		

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Success Indicator #5: Diploma or GED	Population	Data Source
Youth who age out of foster care will have achieved a high school diploma or GED.	Youth who age out of foster care	iGRAD FACTS
Operational Definition		
<p>In a reporting Month: The # of youth who have aged out of foster care who have achieved a high school diploma or GED. <div style="text-align: center;">divided by</div> The # of youth who have aged out of foster care.</p> <p>* Aged out refers to youth who left or exited care at 18 or older for reasons other than reintegration, adoption, permanent custodianship, or transfer to other agency</p>		

Success Indicator #6: Positive Role Model	Population	Data Source
Youth who end custody at age 18 or older have a adult who is invested in their future.	Youth who age out of foster care	Provider Monthly Report
Operational Definition		
<p>In a reporting Month: The # of youth who aged out of foster care and have a positive permanent connection with an adult <div style="text-align: center;">divided by</div> The # of youth who have aged out of foster care.</p> <p>* Aged out refers to youth who left or exited care at 18 or older for reasons other than reintegration, adoption, permanent custodianship, or transfer to other agency.</p> <p>*A positive permanent connection is an adult who the youth has identified and indicated on the CFS 8550 the name and contact information for that adult.</p>		

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6. State Resources to be Provided

- A. Establish child protection objectives.
- B. Complete a safety assessment, and if a child cannot remain safely in his/her own home, make a recommendation to the court for the child to be removed from the home.
- C. Refer the child and family to the Reintegration/Foster Care/Adoption Contractor at the time the child is placed in custody of the Secretary and the court has ordered out-of-home placement.
- D. Assure assessment information is sent to the contract electronically in a timely manner.
- E. After the referral is made, assure that SRS staff is available by phone to answer any additional questions on information not included in the referral forms.
- F. Assure historical information is available to the contractor through KIDS and case files.
- G. Obtain release of information for all third-party information known to SRS, which pertains to the child and family and provide the release to the Contractor.
- H. SRS will assess for relatives and kin at intake and investigation and will send this information to the Contractor with the referral form, or as soon as possible after referral.
- I. SRS will attempt to obtain or take a photo of the child(ren) coming into custody and also submit the picture to the Contractor at referral.
- J. SRS will attend the initial Case Plan, and will review and approve all subsequent case plans.
- K. Participate in Quality Assurance activities.
- L. Coordinate on-site monitoring at least annually.
- M. Notify Contractor of any critical changes in the family's situation within 12 hours verbally and in writing within 24 hours.
- N. Keep Contractor informed of status of ongoing child abuse/neglect assessments.
- O. Transfer child's financial resources to the adoptive family.
- P. Issue consents to adopt timely.
- Q. Support linkages among the Contractors, Juvenile Justice Authority, and KDHE.
- R. Coordinate information sharing regarding transfer of venue cases.
- S. Facilitate the professional judgment resolution process.
- T. SRS will support the court/contractor relationship.
- U. The SRS attorney will work with the contractor to address court orders that do not meet state and federal requirements.
- V. Work with Contractor to address all concerns identified through customer service calls.
- W. Notify the Contractor of any changes in the client eligibility for Medicaid.
- X. Notify Contractor when new information on Third Party Liability for any child comes to their attention.
- Y. Determine eligibility and negotiate adoption assistance and permanent custodianship subsidy at the Regional Level.
- Z. Provide information for Random Moment Time Study.
- AA. Process applications for Interstate Compact on Placement of Children (ICPC) and Interstate Compact on Adoption and Medical Assistance (ICAMA).
- BB. Make prompt payment as per the contract.
- CC. Provide technical assistance regarding all federal and state policies and laws impacting child welfare services.
- DD. Monitor service delivery process as outlined in Contractor's proposal.

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7. MIS Requirements:

SRS will continue to expand its use of electronic storage and exchange of information. SRS and Contractors must take precautions to ensure the confidentiality and security of information. SRS expects that all Contractors have adequate password-protected desktops, along with firewall protection, and are HIPAA compliant with regard to the electronic data interchange, security, and privacy standards. Electronic interchange of data allows for information to be more efficiently transmitted. SRS will send as much information to Contractors as possible electronically and expects Contractors will do the same.

A. The Contractor shall:

- (1) Send the acknowledgment of referral to the regional office via e-mail. (Address will be provided by each regional office).
- (2) Directly enter Provider Information (foster parents, relatives and adoptive parents) into FACTS on the PROM screen for new providers, and update existing provider information to include, but not limited to:
 - (a) Provider last name
 - (b) Provider first name
 - (c) Provider type
 - (d) Provider status
 - (e) Status date
 - (f) Provider address
 - (g) Family Structure Code
 - (h) Provider Gender
 - (i) Provider DOB
 - (j) Provider Race
 - (k) Provider Ethnicity

Contractors shall cooperate with each other to complete this task. The case management entity enters PROM screen unless the child is placed in a home with a different sponsoring agency. Then the sponsoring agency shall cooperate and either provide or enter information requested/needed. Contractors shall review all information and update as necessary, including address changes and adding provider types as a provider's role changes (e.g., foster parent is now the adoptive parent).

- (3) Electronically retrieve new referral information from the CWCBS Contracts Website via the SRS web portal and allow this information to be downloaded into their computer system.
 - (4) Submit all reports in Microsoft Excel ©.
 - (5) Agree to work with SRS in this evolving technological environment and respond to new innovations as they are introduced.
- C. SRS shall create a dataset file at case opening for electronic retrieval from the CWCBS website by the contractor. Case opening data fields include:

	CWCBS Report Field Name	SCRIPTS Equivalent	Screen-Field Name In FACTS	Size
1	Client ID	same	CASE Screen-Client ID	10
2	Client Name (last)	same	CASE last name	17
3	Client Name (first)	same	CASE first name	12
4	Client Name (MI)	same	CASE middle initial	1

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	CWCBS Report Field Name	SCRIPTS Equivalent	Screen-Field Name In FACTS	Size
5	Worker Name(last)		CASE Screen - Worker Name	17
6	Worker Name (first)		CASE Screen - Worker Name	12
7	Worker name (MI)		CASE Screen - Worker Name	1
8	SRS Region Number		CASE Screen -Worker # (First two numbers in the Worker number)	2
9	Worker County		CASE Screen-Worker # (3 rd and 4 th characters in the Worker number)	2
10	Case County	county	CASE Screen-County	2
11	Case ID	FACTS Case#	CASE Screen-Case Number	8
12	Event ID		Face Sheet	8
13	Race code (1)		CASE/RACE	2
14	Race code (2)		same	2
15	Race code (3)		same	2
16	Race code (4)		same	2
17	Race code (5)		same	2
18	Ethnicity		MACL/Ethnicity	2
19	Date of Birth	same	CASE/DOB	8 (ccyyymmdd)
20	Sex	same	CASE/Sex	1
21	SSN	same	CASE/SSN	9
22	Role Code	H=casehead C= child A=Adult	CASE/Role	1
23	Effective Status Date		INIT-PLAN/Eff dt (for resp status)	8 (ccyyymmdd)
24	Street 1		MACL Screen -Address	25
25	Street 2		MACL Screen - Address	25
26	Zip Code		MACL Screen - Zip	5
27	Removal Reason 1		PLAN-INIT Screens - Removal Reason(s)	3
28	Removal Reason 2		same	3
29	Removal Reason 3		same	3
30	Removal Reason 4		same	3
31	Removal Reason 5		same	3

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	CWCBS Report Field Name	SCRIPTS Equivalent	Screen Field Name In FACTS	Size
32	Removal Reason 6		same	3
33	Removal Date		INIT-PLAN Screens - Removal Date	8 (ccyyymmdd)
34	Case Open Date		CASE Screen - Open Date	8 (ccyyymmdd)
35	Service Action Date	Referral Start Date (Also used for Intake Date.)	INIT- RESP - EFF DT	8 (ccyyymmdd)
36	Service Action Code	Possible Combinations: PR03N/FPC=F1 PR09N/FPC=FO PR09N/FGC=FC	INIT- RESP Screens - SVCACT	5
37	Service Source Code		INIT- RESP - SVCSRC	3

- C. Over the life of the contract, improvements to systems and innovations in technology may facilitate data exchange of placement information, service information, or other case management information including but not limited to client ID, provider name, placement or service start, and other dates. In addition, changes to federal reporting requirements of child welfare data may require periodic changes to data attributes exchanged with the Agency, code values, or file structure, in accordance with federal guidance.

Section 5
Reintegration/Foster Care/Adoption
Cost Proposal Cover Sheet

Name of Submitting Organization: _____
(Per instructions in this section of the RFP, submit rates and costs proposals for each region for which a bid is being submitted)

Check the Region for which this Cost Proposal is being submitted.

Region 1 _____ Region 2 _____ Region 3 _____ Region 4 _____ Region 5 _____

Proposed Rates	Year 1	Year 2	Year 3	Year 4
Monthly Base Rate				
Monthly Case Rate				

Estimated Rates	Year 5	Year 6	Year 7	Year 8
Monthly Base Rate				
Monthly Case Rate				

Rates for Years 5 - 8 will not be part of the initial contract. The agency is asking for bidders' estimated rates as a means of determining how bidders see costs for the out years. The out-year rates will be reviewed prior to implementation of contract extensions, if applicable.

Separate Cost Proposals are required for each Region. Attach this sheet to the front of the Cost Proposal. Bids submitted for multiple regions may include narrative describing savings for efficiencies of being awarded more than one Region. Additional submission instructions follow.

5.1 **Cost Proposal:**

Cost proposals shall be submitted separately for each region for which the vendor is bidding. Each cost proposal shall be submitted in a separate envelope from the technical proposal. An electronic file must also be provided in Microsoft Excel (See embedded spreadsheet). The Cost Proposal Cover Sheet reflecting the name of the submitting organization, applicable region, and bid rates must be submitted with the proposal. The bid rates shall also be included in the 'Rates' tab of the embedded spreadsheet. All sections of the embedded spreadsheet shall be completed and submitted. Additional information that bidders deem as useful may be provided. Double click on the icon below to open spreadsheet.



Microsoft Office
Excel 2003 Worksheet

5.1.1 Assumptions to be used in the bid:

For purposes of estimating the rates, see sections 5.2 through 5.3.4.

Each cost proposal must contain the following.

5.1.2 A. Audited financial statements with management letter for the previous two years.

B. Current unaudited financial statements.

5.1.3 Projected placements and related costs (Complete 'Placements' tab of embedded spreadsheet).

5.1.4 A pro forma budget for each of the first two (2) years of the contract (Complete 'Income Statement', 'Admin Salaries', 'Case Mgmt & Direct Services Sal', and 'Operating Expenses' tabs of embedded spreadsheet). Include an explanation of the organization's method of allocating indirect costs on the 'Indirect Costs' tab of the embedded spreadsheet. Also include an explanation for any changes in Years 3 and 4 proposed rates and Years 5 – 8 estimated rates on the 'Rates' tab of the embedded spreadsheet.

One-time startup costs that providers will experience for a limited time shall be separately identified on the pro forma income statements. The applicable categories and amounts shall be identified, as well as the number of years the expenses will be incurred.

The pro forma budgets shall include the costs for those children for whom no payment is received. This includes providing the placement detail on the "Placements" sheet of the embedded spreadsheet. While data will be provided in the Vendor Information File regarding these placements, bidders shall propose the percentage of placements they project to fall into this unpaid category. For example, historic data may reflect that a particular region experienced a five percent additional caseload for these unpaid placements. Part of a bid may be that a bidder feels they will have only three percent in this category.

5.1.5 An explanation of the organization's resources to demonstrate the ability to ensure solvency for the period of the contracts. This shall include, but not be limited to the following:

A. Cash balances – as supported by the organization's submitted balance sheet.

B. Other liquid assets - as supported by the organization's submitted balance sheet.

C. Line of credit – specify source and amount. Line of credit letters shall be provided prior to finalizing any awards.

D. Other sources of revenue that would be available, along with supporting documentation. These 'other sources' differ from what would be part of the routine 'Contributions' and 'Other – Specify' as requested on the Income Statement of the embedded spreadsheet. For this section, the objective is to ascertain what other revenue sources the organization has that could be used to prevent insolvency in the case of financial losses experienced by the contract.

5.2 **Payments:**

There is no advance funding for start-up costs. All payments will be made in accordance with the contract and the State of Kansas Prompt Payment Act.

5.2.1 **Payment Structure:**

Payments will be paid retrospectively. There will be two types of payments. There will be one monthly base payment per contract and a monthly case rate paid for each child in out-of-home (OOH) placement on the last day of the previous month. Payments will be processed by the third business day of each month. Payments will cease (no payment will be made) for the service month in which one of the following events occurs.

A. The child is reintegrated with their family, i.e., returns to their home.

B. The child achieves finalization of adoptive placement.

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- C. The child is placed in permanent custodianship.
- D. The child is transferred to JJA (This action nullifies the 12 month aftercare requirement).
- E. The child is transferred to tribal custody (This action nullifies the 12 month aftercare requirement).
- F. The child is released from SRS custody for other reasons not specified above.

5.2.2. Caseload Assumptions. Bids shall be based on SRS' projected caseloads for Fiscal Year 2010. Assume caseloads for years will hold constant with the "Average Monthly Paid Caseload" projections for Fiscal Year 2010 (See "Projected Caseloads" tab of the embedded spreadsheet). There are two distinct caseloads that must be considered. First, there is the caseload for which the contractor receives a monthly payment. This is the caseload commonly referenced. Second, there is the caseload for which no monthly payment is received. These are the clients who re-enter out-of-home placement during the 12 month aftercare period (See Section 5.3.4 regarding "Continuing Responsibility of the Contractor"). The costs for these children shall be integrated into the rates. Please see the "Out-of-Home Foster Care Placement Utilization Report" in the Vendor Information File.

5.3. **Other:**

5.3.1. Payments to the contractors are intended to cover all non-Medicaid costs. For example, payments cover expenses related to placement services, child care for foster parents, education, services to achieve permanency, and developmental milestones of normal childhood activities such as driver's education and high school graduation regalia.

5.3.2. The medical card is available for all Medicaid eligible services (when Kan-Be-Healthy is current) including, but not limited to, physical, dental, optometry, Kan-Be-Healthy screenings, prescriptions, medically necessary transportation, pharmacological medication management by psychiatrist, Home and Community Based Waiver services, drug & alcohol treatment services, Local Education Agency services, and mental health services including Psychiatric Residential Treatment. Kan-Be-Healthy is the name that the state of Kansas uses to refer to the federal program of Early, Periodic, Screening, Diagnosis, and Treatment. These costs are not to be included in the bid rates.

5.3.3. Family. The Family shall be treated as an entire unit, although individual treatment needs of family members are the responsibility of the family; however, the contractor shall assist families in accessing needed services to prevent the removal and placement in out-of-home care of any siblings of the referred child(ren). Contractors shall provide help to the family or individual members of the family in accessing needed services.

5.3.4. Continuing Responsibility of the Contractor:
When the child has achieved permanency, as described in Section 5.2.1, the contractor shall continue to provide services to the child and family for 12 months from the date of permanency with no additional payments. Provided services shall be directed at preserving the family and preventing re-entry into out-of-home placement. Children re-entering out-of-home placement during this 12 month period shall have services provided by the contractor with no additional payment by SRS. Children who re-enter foster care after the 12 month period has ended will be considered a new referral.

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

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Appendix #1

State's Technical Environment

PC, Server, and Network Requirements for Contractor's of SRS
March 5, 2007

This document is intended to aide potential contractors in their bidding process by making them aware of the Social Rehabilitation Services (SRS) hardware and software standards. Services provided by contractors must meet the standards listed within this document that apply to the services that they provide. These standards shall include, but are not limited to, desktops (PC), servers, telecommunications, and networking. Although standards and technologies will be outlined in this document, SRS reserves the right to change these standards or technologies at any time.

The vendor is responsible for all costs associated with connecting to the SRS/State systems and must remain compatible as the technologies or systems are updated. This includes, but is not limited to, contractor site setup and installation of contractor owned equipment or software. Costs may vary depending on location, type of equipment, personnel, and other factors particular to the contractor. The bidder (contractor) is solely responsible to make themselves fully aware of the costs associated of accessing and using the system(s).

The contractor must be familiar with network wiring (Cat 5e,6), firewalls (VPN tunneling/encryption), TCP/IP, Ethernet, LAN, and WAN specifications or must obtain these services from a subcontractor or partner. The State/SRS may provide and maintain (at cost to the contractor) all equipment and interoffice communication circuits to the edge of the contractor's network. All equipment from the contractor's router internal interface (contractor private side) is the contractor's responsibility. Dial-up modems or public Internet ISP connections may not be connected to a PC located on the State network.

1. PC, Server, and Network Hardware/Software (Contractor Responsibility):

A. PC Hardware/Software:

- 1) Desktop/Laptop (PC) hardware should, at minimum, follow the State **WSCA** Contract Number A63307 standard configurations.
<http://da.state.ks.us/purch/contracts/ContractData/07979.doc>
- 2) All software must adhere to section 1-C of this document.

B. Server Hardware/Software:

- 1) Server hardware must meet the industry best practices for the applications to be run efficiently on them.
- 2) All software must adhere to section 1-C of this document.

C. Operating System/Application Software:

- 1) All software should conform to the SRS agency standard and be verified before connecting to the SRS network.
 - Desktop software is covered under the SRS Policy 5476. A current revision of the software lists will be provided to the contractor.
 - Server software standards are provided by the Information Technology Services (ITS) division within SRS and will be provided to the contractor.

2. Security Patch and Application Release Management:

A. All hardware and software:

- 1) The vendor must maintain hardware compatibility and software release synchronization with SRS. All applications and operating systems must be current following the standards as related in section 1.C.
- 2) Service packs and security patches must be up to date. Coordination with SRS ITS division is required before patches and service packs are applied.

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- B. The vendor is responsible for all costs associated with maintaining compatible equipment and software

3. Network Connectivity:

A. To and from the contractor:

- 1) SRS is connected to the State network (KANWIN) which is managed by the Division of Information Systems and Computing (DISC). Connections to and from SRS must be established or coordinated with DISC.
- 2) Speed of circuit is dependent on number of users, but the SRS minimum connection speed is 384KB/Sec.
- 3) SRS/DISC will provide the router and arrange connections to and from the mainframe or SRS systems at the contractor's expense.
- 4) The supported protocol for communication is TCP/IP.
- 5) IP Addresses may be provided by SRS depending on services to be rendered.

4. Email/Data Communications:

A. To and from the contractor:

- 1) Communications between the contractor and SRS must be done so in a secure manner. These details must be approved and coordinated with SRS before any communication begins.
- 2) Communications from contractor to any non-SRS network site must be done so in a secure manner if client information is to be exchanged. These details must be approved and coordinated with SRS before any communication begins.

5. General Security:

A. Mainframe:

- 1) Top Secret access is required and arranged through the ITS security access unit at 785-296-4357.
- 2) Emulation will be TN3270.

B. Data Protection:

- 1) SRS ITS will work with the contractor to ensure data and communications between them are secure. SRS reserves the right to inspect and make recommendations in regards to the security of the contractor network connection to SRS, and will give all final approvals for the solutions.
- 2) Contractor may have a connection to the Internet for their own purposes, but network communication between the contractor's Internet traffic and SRS related traffic must be segregated by a firewall or other secure solution.
- 3) All security patches and Antivirus updates must be current and up to date on any equipment that comes in contact with data.

6. KANWIN (DISC) connections from a location served by SBC:

A. Costs:

- 1) The following charges are provided as an estimate of costs involved in providing WAN access via the Department of Administration. Please consult DISC PPM 2200.17 for the current rates and charges:

Speed/Node Count	SBC Monthly Rate	DISC Router Rate	Surcharge	Total Recurring Charges
384K				
1 to 6 Nodes	\$255.00	\$200.00	\$5.00	\$460.00
7 to 23 Nodes	\$255.00	\$450.00	\$11.25	\$716.25
More Than 23 Nodes	\$255.00	\$650.00	\$16.25	\$921.25
512K				
1 to 6 Nodes	\$284.00	\$200.00	\$5.00	\$489.00
7 to 23 Nodes	\$284.00	\$450.00	\$11.25	\$745.25
More Than 23 Nodes	\$284.00	\$650.00	\$16.25	\$950.25
768K				
1 to 6 Nodes	\$340.00	\$200.00	\$5.00	\$545.00
7 to 23 Nodes	\$340.00	\$450.00	\$11.25	\$801.25
More Than 23 Nodes	\$340.00	\$650.00	\$16.25	\$1,006.25
1.5M				
1 to 6 Nodes	\$460.00	\$200.00	\$5.00	\$665.00
7 to 23 Nodes	\$460.00	\$450.00	\$11.25	\$921.25
More Than 23 Nodes	\$460.00	\$650.00	\$16.25	\$1,126.25

Admin Surcharge Includes 2.5% of Router Rate

- 2) Order/configuration information or questions can be directed to:

Division of Information Systems and Computing (DISC)
Bureau of Customer Services
900 SW Jackson Rm 751
Topeka, KS 66612-1275
Voice 785-296-4999
Fax 785-296-6729

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7. SRS Related policies:

SRS Information Technology Policy Board

Policy Memorandum 11.00

Effective Date: 07/19/2005

Revised Date: 01/01/2007

1.0 SUBJECT: Network and Telecommunications Security

4.0 PURPOSE: To establish SRS policy to protect the confidentiality, integrity and availability of SRS information assets transmitted over a communications network, using communications or network controls.

5.0 BACKGROUND This policy defines security controls necessary to protect SRS network assets and information. The scope of this policy includes network architecture, network security management, network technology, email security, third-party network connection security, telecommunications security and wireless security.

8.0 POLICY

8.1 Network and Telecommunications Security and Management

SRS Management will direct the development of processes, procedures, and standards, which support this policy with the purpose of protecting data from unauthorized alteration or destruction while being transmitted or controlled during transmission.

8.2 Network Security and Management Roles and Responsibilities

The responsibility for providing an adequate level of network and telecommunications security within the SRS network lies with the Information Technology Services (ITS) Infrastructure Management Units and the Information Security Manager.

The following key roles and responsibilities have been identified for this policy:

- **Information Security Manager** – provides security oversight and guidance to SRS entities and is responsible for security policy compliance.
- **ITS Infrastructure Manager** – is responsible for maintaining network operations and ensuring an adequate level of security is provided.
- **Network Security Administrators** – are responsible for ensuring network operations are conducted in a secure manner.
- **Facilities Managers** – are responsible for maintaining the physical security of the network infrastructure and its associated operating environment.

8.3 Network Security and Management Process

Policy implementation shall comply with security regulations, standards and security best practices where appropriate. The following paragraphs specify the network security requirements.

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8.3.1 Network Architecture – SRS ITS shall design, implement, document, and maintain a network architecture that contains an appropriate level of administrative and technical security controls. A layered architecture design shall be implemented as a defense to isolate attacks and reduce the overall damage to the network environment.

8.3.1.1 Network Addressing - All network names and addresses shall be managed and approved by ITS. Internal network addresses shall be considered sensitive data and not be distributed to unauthorized personnel.

8.3.1.2 Network Services and Protocols - Only ITS approved network services and protocols will be implemented. All non-authorized protocols and services will be removed and/or disabled.

8.3.1.3 Network Perimeter - A clearly defined boundary shall be established to control traffic between SRS information resources and external entities. All inbound and outbound network traffic shall pass through appropriate access control devices, such as firewalls, prior to reaching SRS information resources. Traffic shall be limited to approved protocols and services and controlled using both ingress and egress filtering as supported by the device.

8.3.1.4 Network Availability and Redundancy – Where possible, the SRS network design shall provide adequate redundancies to reduce the likelihood of a single point of failure.

8.3.1.5 Network Integrity - ITS shall establish a system of controls to safeguard the data traffic and ensure transmission integrity throughout the system.

8.3.2 Network Security Management – All SRS networks shall be designed and implemented with a focus on network security that provides for network configuration management and implementation standards, continuity of operations, and provides an audit capability of traffic that flows through control devices on the network.

8.3.2.1 Network Incidents – Active network event monitoring and correlation shall be regularly performed to determine existence of a network incident. All network incidents shall be reported immediately upon determination using an SRS approved incident response process.

8.3.2.2 Physical Security – All SRS locations shall protect all network equipment from unauthorized physical access, and provide an acceptable operating environment for network connectivity equipment.

8.3.3 Network Technology - SRS shall implement and properly configure network security technology to protect sensitive information flowing across the network.

8.3.3.1 Network Devices – ITS shall be responsible for ensuring the proper implementation and configuration of all network devices such as routers, hubs, switches, and encryption devices deployed on the SRS network.

8.3.3.2 Network Servers - SRS servers shall be protected commensurate with the level of sensitivity and criticality of the information and function that they perform. This may require the implementation of network control devices to segment or protect the network where servers reside.

8.3.3.3 Network Firewall – ITS shall be responsible for configuring, maintaining, and monitoring all SRS firewalls. Only ITS approved traffic and services shall be permitted through SRS firewalls.

8.3.3.4 Virtual Private Network (VPN) - SRS shall provide VPN solutions designed to provide authentication, authorization, encryption, and accounting capabilities. All SRS VPN solutions shall utilize approved software and contain an end-to-end security strategy.

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8.3.3.5 Intrusion Prevention Systems (IPSS) – SRS shall employ Intrusion Prevention Systems perimeter devices to detect and prevent the intrusion of unauthorized persons into the SRS network.

8.3.3.6 Content or Stream Filtering – The SRS network shall provide content and/or stream filtering to reduce the risk of damage occurring from malicious email attachments, downloading or activation of malicious code from the Internet, or purposeful attacks against application vulnerabilities.

8.3.4 Message Security – Electronic mail is critical to performing SRS operations and delivering needed services to its client and partners. Some business needs may also require the secure use of instant messaging for communication. File transfers of sensitive information also occur between SRS and other entities.

8.3.4.1 Device Protection – SRS shall implement security processes and solutions that protect:

- Message Servers or Devices – hosts or devices that deliver, forward and store mail, instant messaging, file transfers, or other network messaging in a secure, authorized and controlled manner.
- Messaging clients – software that allows users to read, compose, send and store email messages, instant messages, or types of user communication tools.

8.3.4.2 Encryption – SRS Sensitive information transmitted over an external network, including the Internet, using email, instant messaging, or other protocols or applications must be securely encrypted when appropriate, or in accordance with management guidelines based on periodic assessment and management of the security risk for exposure of the information.

8.3.5 Third Party Network Connection Security – All third-party connections shall be evaluated by considering access, administration, confidentiality, and monitoring requirements. Network services provided over third-party connections shall be limited to those services necessary to perform the functions required. Third-party access shall be limited to those services and/or devices that are needed to perform the required business function.

8.3.6 Telecommunications Security – All SRS telecommunications lines shall be secured in a manner that ensures availability and prevents tampering. SRS locations shall provide the following:

8.3.6.1 Intrusion Detection – SRS shall implement a method to detect intrusion activity on its telecommunications lines depending on the risks associated with certain situations or technology.

8.3.6.2 Line security – All SRS telecommunication lines shall be secured in a manner that ensures availability and prevents tampering.

8.3.6.3 Telecommunication Equipment Security – All SRS telecommunication equipment, terminal boxes, and access points shall reside in secure, controlled areas with access to authorized personnel only.

8.3.6.4 Records – SRS shall maintain current configuration records on all telephone systems, including outside and inside wiring, cabling, telephone and wiring closets, and equipment.

8.3.7 Wireless Security – SRS shall implement approved wireless solutions designed to protect the confidentiality of information when using wireless networks and devices.

8.3.7.1 Transmission Security – Transmission of information between a wireless access point and a wireless device must be encrypted and configured according to the SRS wireless implementation approved standards.

8.3.7.2 Implementation All implementations of wireless access points will be approved by management, reviewed by the Information Security Manager, and implemented in cooperation with the ITS Infrastructure Management Unit.

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SRS
Office of
Information
Technology
Services

ITS Policy
Memorandum
5476.00

Effective Date: 05/01/2005

Revised Date: 01/01/2007

- 1.0 SUBJECT:** Standard and Non-Standard Personal Computer System Software
- 2.0 DISTRIBUTION:** Social & Rehabilitation Services Employees and Contractors located in SRS facilities
- 3.0 FROM:** Chief Information Officer
- 4.0 PURPOSE:** The purpose of this document is to define a list of standard and non-standard personal computer system software and the process for maintaining a list that will be approved for use by Social and Rehabilitation Services Employees and Contractors located in SRS Facilities.
- 5.0 BACKGROUND:**
- SRS's computing environment has grown in technical complexity. In addition, higher standards have evolved for reliability, security and virus protection. A standard workstation configuration is a key element in the strategy to provide increased reliability and security. Standardized workstations reduce the department's liability by controlling the installation of unauthorized software.
- Liability for data loss is reduced by insuring that all applicable vendor service packs, security patches, and critical update patches are applied prior to placing the workstation on the department's network.
- Controlling and monitoring the initial and on-going software installations reduce agency liability for unlicensed or unauthorized software.
- Deploying a standardized enterprise wide virus screening solution reduces the department's liability for propagating worms and viruses to other organizations.
- Standardized Desktop PC configurations allow for use of desktop management software for prepackaging and automatic

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installations of software. An additional benefit of managed software is the ability to repair or replace software should they become corrupted or accidentally deleted.

Additional advantages of standardized workstations include:

- * Reduced administrative burden in managing systems
- * Reduced cross version file corruption and incompatibility issues
- * Reduced vulnerability to internal and external hacking attempts
- * Reduced interruptions of business processes for installation of updates and maintenance

6.0 DEFINITIONS:

Standard Software: Software applications and operating systems that are routinely installed by SRS IT staff on the majority of personal computer systems that enable SRS staff to perform their normal job duties.

Non-Standard Software Approved: Software applications and operating systems that are installed by SRS IT staff on personal computer systems that may be necessary for specialized situations that are required for SRS staff to perform their job duties.

Personal Computer Technology Advisory Group (PTA):

The PTA Group is a standing group that will be chaired by the ITS Director of Technology Services and will be responsible for determining and maintaining a list of Standard and Non-Standard approved software for SRS. The PTA Group will at least consist of, but is not limited to, two IT staff from Regional Office, two IT staff from Central Office (not including ITS), one IT staff from ITS Server Group, one IT staff from ITS PC Support, one IT staff from State Hospital, one IT staff from ITS Security, one staff member from Organizational Development.

7.0 RELATED ITEMS:

Vendor's/Contractor's PC Checklist - Policy 7
Hardening Windows Personal Computer Configurations for security - Policy 4
Use of Computer Equipment, Fax Machines, and Telephones - HR Policy 2.5
PC Anti-Virus Protection -Standard 400

8.0 STANDARD:

All software installed on SRS equipment must be installed by SRS IT Staff. Software installed by non-IT staff will be removed and the appropriate authorities will be notified.

The PTA Group will meet on a regular basis to maintain the acceptable Standard and Non-Standard software list for SRS.

8.1 SOFTWARE STANDARD:

Standard software and information can be viewed at:
software_versions.html

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**8.2 NON-STANDARD
APPROVED
approved**

Non-Standard approved software can be found at [nonstandard.html](#) . A listing of technical support SOFTWARE:
software can be found at [irs.html](#)

**8.4 BLACKLISTED
SOFTWARE:
blacklisted
and the**

Any software found installed on a personal computer system that has not been approved is considered and will be removed by IT staff immediately appropriate authorities will be notified.

**8.4 REQUESTS
FOR SOFTWARE:
and
Group for
added to
be found at**

For approval of software not currently on the lists, local technical staff in your location should prepare submit requests to the PC Technical Advisory review. Newly approved software will be appropriate list. The request form can [request.html](#).

9.0 CANCELLATION:

None

10.0 CONTACT PERSON:

Director of Technology Services

Office of Revisor of Statutes
300 S.W. 10th Avenue
Suite 024-E, Statehouse
Topeka, Kansas 66612-1592
Telephone (785) 296-2321 FAX (785) 296-6668

MEMORANDUM

To: Chairperson McGinn and members of the Senate Ways and Means Committee
From: Jill Ann Wolters, Senior Assistant Revisor
Date: March 17, 2011
Subject: SB 89, local health departments, funding reductions

Pursuant to K.S.A. 65-242, local health departments may apply for state financial assistance, subject to appropriations therefor. If local tax revenues allotted to a local health department for a fiscal year fall below the level of local tax revenues allotted to the local health department for the preceding fiscal year, the amount of state financial assistance for which such local health department is eligible for the fiscal year shall be reduced by a dollar amount equal to the dollar amount of reduction in local tax revenue for that fiscal year.

Pursuant to Senate Bill No. 89, the reduction would be based on the percentage of reduction in local tax revenue, not the dollar amount,

The act would take effect upon publication in the statute book.

Senate Ways and Means
Date:
Attachment:

03/17/11
3

STATE OF KANSAS

PETE BRUNGARDT
SENATOR, 24TH DISTRICT
847 FAIRDALE RD., APT E
SALINA, KS 67401

STATE CAPITOL, ROOM 136-E
TOPEKA, KANSAS 66612
(785) 296-7390
pete.brungardt@senate.ks.gov



TOPEKA

SENATE CHAMBER

COMMITTEE ASSIGNMENTS

CHAIR: FEDERAL AND STATE AFFAIRS
VICE CHAIR: PUBLIC HEALTH AND WELFARE
MEMBER: ETHICS AND ELECTIONS
LOCAL GOVERNMENT
ORGANIZATION, CALENDAR AND
RULES
REAPPORTIONMENT
INTERIM COMMITTEES: CORRECTIONS AND JUVENILE
JUSTICE OVERSIGHT
STATE-TRIBAL RELATIONS

March 17, 2011

SB 89

Local health departments; funding reduction.

The Salina City-County Health Department requested this bill in an effort to stabilize their funding in this uncertain economic climate.

The local (city and county) allocation in support of Public Health is matched by the state, dollar for dollar. This bill would cause the state matching dollars to reflect a percentage reduction in the local funding. In a practical manner, this would reduce the actual dollar loss in an era of declining revenue.

Sincerely,

A handwritten signature in cursive script that reads "Pete Brungardt".

Senator Pete Brungardt
District 24

Senate Ways and Means
Date:
Attachment:

03/17/11
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TESTIMONY

Concerning Senate Bill No.89

re: **State Aid for Local Health Departments**

Senate Ways and Means Committee

Presented by Randall Allen, Executive Director

Kansas Association of Counties

March 17, 2011

Chairman McGinn and members of the committee, I appreciate the opportunity to speak on behalf of our Association and our 103 member counties *in support of* SB 89, concerning state aid to local health departments when local county funding is reduced.

The intent of this bill is to amend K.S.A. 65-242 so that a reduction in local tax support for local health departments reduces the state aid by the same *percentage* as any local reduction. Currently, K.S.A. 65-242 requires that such aid be reduced dollar-for-dollar if there is a decrease in local tax support. Given that local taxes make up a much larger portion of a local health department's budget than state aid, even a relatively modest reduction in local support can result in complete annihilation of the state aid total. For example, looking at the local tax reductions Sedgwick County made from 2010 to 2011, a loss of \$300,000 in state aid would happen in 2012. While we acknowledge it is reasonable to tie state aid to a local maintenance of effort, we feel a percentage basis (as SB 89 provides) is a far more equitable approach given the realities of local health support.

As the fiscal note attached to SB 89 indicates, a change from dollar-for-dollar to percentage will not cost the State any additional revenue. Presently, unallocated monies are just carried forward to the next fiscal year's grant cycle. Adopting SB 89 would mean more grant dollars going out in the year they were intended for use.

Given the positive impact on local health departments, and the neutral impact on the State's own finances, we urge the committee to report SB 89 favorably for passage. Thank you for receiving this testimony.

The Kansas Association of Counties, an instrumentality of member counties under K.S.A. 19-2690, provides legislative representation, educational and technical services and a wide range of informational services to its member counties. Inquiries concerning this testimony should be directed to Randall Allen or Melissa Wangemann by calling (785) 272-2585.



SEDGWICK COUNTY HEALTH DEPARTMENT

Claudia Blackburn, MPH, RNC, CPM

Health Director

1900 E. 9th St. N. • WICHITA, KS 67214-3115 • PHONE (316) 660-7300 • FAX (316) 262-1980
www.sedgwickcounty.org

Written Testimony on Senate Bill 89

Presented to: Senate Ways and Means Committee

March 17, 2011

Madame Chair and members of the committee, I am Claudia Blackburn, representing the Sedgwick County Health Department. Thank you for the opportunity to testify in support of the changes to K.S.A. 65-242, as proposed in Senate Bill 89.

Under the current statute, "if local revenues allotted to a local health department for a fiscal year fall below the level of local tax revenues allotted to the local health department for the preceding fiscal year, the amount of state financial assistance under this act for which such local health department is eligible for the fiscal year shall be reduced by a dollar amount equal to the dollar fiscal year." This bill would change the formula for maintenance of effort aid-to-local formula grant awards from dollar for dollar to a proportional amount or percentage.

This change will be substantial for Sedgwick County. Revenues are down in Sedgwick County, as they are for most local governments. Sedgwick County anticipates that it will receive \$344,933 in state formula funding in 2012. The local Health Department budget for 2011 is \$5,545,226. The Sedgwick County Health Department has been directed to cut 6.6 percent for 2012, a total reduction of \$365,985 of local funds, therefore the Health Department will lose the entire state formula funding. This would result in a total budget cut of \$710,918.

The formula grant awards from the Kansas Department of Health and Environment provide vital public health infrastructure for the administration of public health services in Sedgwick County. These funds alone support six positions that will be in jeopardy if the bill is not adopted. As the fiscal note states, "According to the Kansas Department of Health and Environment, passage of SB 89 would result in minimizing the loss of formula grant awards to counties." The note closes by acknowledging that this change will not impact the amount of State General Funds appropriated to KDHE.

Thank you for hearing this bill and for considering the significant impact this change can make to assure continuing quality public health services in Sedgwick County and across the state.

Senate Ways and Means

Date:

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3-17-11

Sources of Revenue + Proposed Expense

Revenue

Medicaid Fraud Settlement

KHPA; state Medicaid prog. ✓ # 2,005,697

Atty. Gen.; Medicaid Prosecuting Fund #150T 338,787

Atty. Gen. Special Revenue Funds

Court Cost Fund #125T # 247,986

Crime Victims Assistance Fund #400T 795,759

Medicaid Fraud Prosecution Fund #300T 1,317,820

Sec. of State

Information + Services Fee Fund #200T # 461,635

UCC Fee Fund #200T 402,361

#5,570,045

#3.38 M

Expenses

Board of Indigents Defense Serv. #1,000,000

Human Rights Comm. 80,000

Tele Medicine 384,000

K-12; Gen. State Aid #1,915,000

#3,379,000

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03/17/11

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KANSAS LEGISLATIVE RESEARCH DEPARTMENT

68-West-Statehouse, 300 SW 10th Ave.
Topeka, Kansas 66612-1504
(785) 296-3181 • FAX (785) 296-3824

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<http://www.kslegislature.org/kird>

March 15, 2011

To: Senate Ways and Means Committee

From: Dylan C. Dear; Legislative Fiscal Staff

Re: Capitol Restoration Project

The Capitol Restoration project is being financed by a series of bond issues approved by previous sessions of the Legislature. Debt service is paid from the State General Fund. Bond issuances were approved in FY 2001 for \$40.0 million, FY 2002 for \$15.0 million, FY 2005 for \$19.8 million, FY 2006 for \$26.9 million, FY 2007 for \$16.2 million, FY 2008 for \$55.0 million, FY 2009 for \$38.8 million, FY 2010 for \$38.0 million, and FY 2011 for \$36.0 million, bringing the total amount approved to \$285.6 million for bonding. The current project cost estimate is \$285.6 million in the Capitol Restoration Commission's report, including the addition of the exterior masonry, north wing restoration, and visitor center completion.

Current Budget Estimate	
North Wing Shell, Visitor Center Shell, Parking Garage	\$37,582,272
East Wing	30,755,408
West Wing	42,564,043
South Wing	61,640,178
Exterior Masonry	38,780,153
North Wing, Visitor Center	74,234,362
TOTAL	\$285,556,416

On December 12, 2001, the state project manager issued a start work order on the first infrastructure project to relocate utilities and excavate for the utility vaults. Construction started on October 8, 2002, for the parking garage. Soon to follow was construction on the Northwest vault that started December 2, 2002. East wing construction began on July 21, 2003. The visitor center shell started on August 4, 2003. West Wing construction started on November 2, 2005.

The South Wing construction started on November 26, 2007. The Exterior Masonry project started on January 1, 2008, and is projected to be completed in December 2011. The

Senate Ways and Means

Date: 03/17/11

Attachment: 8

North Wing construction began in December of 2009. The most recent Capitol restoration construction timeline estimates project completion on June 30, 2012.

The previous items were all included in the \$285.6 million approved estimate. The following items have been recommended by the chief architect but not included in the current estimate for project completion.

Deferred Maintenance Not Included in the \$285.6 million: \$31,312,000

1. \$11,300,000 - Temporary repairs to the roof were planned and made during each phase of work. However the project team and their consultants recommend replacement of the roof
2. \$10,300,000 - Temporary repairs to the dome were planned and made over the past 12 years. However the project team and their consultants recommend replacement of the dome.
3. \$7,500 - Restoration of any Murals in the Statehouse was never included in the project funding. It was intended that project contingency funds would be used to make minor Mural repairs at the 7th Floor Rotunda Mural where the canvas has separated from the wall surface.
4. \$4,500 - Additional minor Mural in-painting would occur at the 1st and 2nd Floors
5. \$7,000,000 - Repairs to Grounds include landscaping, driveways, ceremonial driveway, sidewalks, lighting, security, etc. where the Preservation and Restoration project had an impact. South lawn area is not included in this estimate.
6. \$2,700,000 - Replace the Statehouse chillers located in the Docking State Office Building. The Dept of Administration indicates that the current chillers will be inadequate to cool the Statehouse once complete.

Items Recommended for Completion of Capitol Restoration by the Chief Architect Not Included in the Originally Budgeted Amount: \$23,400,000

1. \$13,400,000 - Visitor Center Finish Work Ground Floor
2. \$4,000,000 - Previous Expedited Decisions
 - \$2,800,000 - Material cost increases at West Wing
 - \$120,000. - Relocate steam lines in tunnel
 - \$1,050,500. - Unforeseen failure and delaminating of plaster walls at West Wing
3. \$6,000,000 - Complete Finishes of North Wing

Total of Items not included in the currently budgeted amount: \$54,712,000